IOWA STATE BAR ASSOCIATION (Trade-Mark Registered, State of Iowa, 1967)
Official Form No. 13.2

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

★ NOTE: Use this form only when a 12-month period of redemption is desired. Use Form 13.1 for the six-month period and 60-day period.

REAL ESTATE MORTGAGE–IOWA

This Indenture made this 20th day of March, A. D. 19 86
between Ralph S. Parkins and Deborah A. Parkins, husband and wife
Mortgagors
of the County of Madison, and State of Iowa, and
Donald Stever and Madge Stever, husband and wife, as joint tenants with full rights of survivorship, and not as tenants-in-common Mortagee,
of the County of Madison, and State of Iowa.

WITNESSETH: That the said Mortgagors in consideration of Six Thousand One Hundred Ten and 79/100 - DOLLARS ($ 6,110.79) loaned by Mortgagee, received by Mortgagors and evidenced by the promissory note hereinafter referred to, do, by these presents **SELL, CONVEY AND MORTGAGE,** unto the said Mortgagee XXXX

5. **CONTINUATION OF ABSTRACT.** In event of any default herein by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title, or continuation thereof, for said premises, and charge and add to the mortgage debt the cost of such abstract or continuation with interest upon such expense at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby.

6. **ADVANCES OPTIONAL WITH MORTGAGEE.** It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, Mortgagee (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance above provided for, and need not, but may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the highest legal rate applicable to a natural person (or, if the Mortgagor is a corporation, then at the default rate provided in the note secured hereby) from time of payment shall be a lien against said premises.

7. **ACCELERATION OF MATURITY AND RECEIVERSHIP.** And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Mortgagors shall suffer or commit waste on or to said security, or if there shall be a failure to comply with any and every condition of this mortgage, then, at the option of the Mortgagee, said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and shall become collectible at once by foreclosure or otherwise after such default or failure, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest such sums in default secured by this mortgage shall draw interest at the highest legal rate applicable to a natural person; or if the Mortgagor is a corporation then at the default rate provided in the note secured hereby.

8. **DEFINITION OF TERMS.** Unless otherwise expressly stated, the word "Mortgagors", as used herein, includes successors in interest of such "Mortgagors"; the word Mortgagee", as used herein, unless otherwise expressly stated includes the successors in interest of such "Mortgagee". All words referring to "Mortgagors" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to the context. This construction shall include the acknowledgment hereof.

9. **The address of the Mortgagee is** 1215 West Washington
(Street and Number)

Winterset Iowa 50273
(City) (State) (Zip Code) (See last sentence of Section 447.9 Code of Iowa.)

10. **ADDITIONAL PROVISIONS.** The following additional provisions are hereby incorporated herein: **(Insert due date or due dates if desired)**[2] The principal obligation herein, the one promissory note above referred to is payable $144.00 on or before January 30, 1985 and $144.00 on or before the last day of each month thereafter bearing no interest on the principal balance. This mortgage amends a prior mortgage, dated August 4, 1981 and filed for record on August 5, 1981 in Mortgage Record Book 134 at page 756. All terms and conditions of said mortgage not expressly inconsistent with this instrument continue in full force and effect.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

Ralph S. Parkins
Ralph S. Parkins

Deborah A. Parkins
Deborah A. Parkins **Mortgagors**

Please type or print names under signatures as per Code Sec. 335.2 as amended

STATE OF IOWA, Madison COUNTY, ss:

On this 24th day of March, A. D. 19 86, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ralph S. Parkins and Deborah A. Parkins

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

BETH FLANDER NOTARIAL SEAL Iowa

Beth Flander
Beth Flander, Notary Public in and for said County and State

[1]Only one original promissory note is contemplated with the use of this mortgage form.

[2]CONSIDER THE STATUTE OF LIMITATIONS. If this loan constitutes a long term transaction (over ten years), consider the advisability of making the maturity date or dates in the original note a matter of public record by insertion in this mortgage. See Iowa Land Title Examination Standards. Problems 10.4 and 10.5.

IOWA MORTGAGE
No. 1968

MORTGAGE

From

To

Filed for record the 25 day of March, A. D. 19 86, 11:13 o'clock A M., and recorded in Book 145 of Mortgages on page 134 of Madison County Records.

Mary E. Welty Recorder

By Rec 10.00 Paid Deputy

WHEN RECORDED RETURN TO

Pick up - Parkins