## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT Richard J. McGraw and Mardyll McGraw (husband + wife)

of RR#1 - St. Charles, Ia. 50240 Mortgagors herein, do mortgage and convey

to R + R Aluminum Products of 1437 S.E. Maury, Des Moines, Ia.

Mortgagee, to secure payment of a certain Home Improvement Consumer Credit Sales Agreement executed by the Mortgagors bearing even date herewith and payable to the Mortgagee in the amount of Six Thousand Four Hundred Twenty Three Dollars and No Cents Dollars ($ 6423.00) as evidenced by and payable under the terms of the said Home Improvement Consumer Credit Sales Agreement, the following described premises situated in Madison County, Iowa, to wit:

Commencing at a point 140 feet South of the Northwest corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Fourteen (14), in Township Seventy-Five (75) North, Range Twenty-Six (26), West of the 5th P.M., Madison County, Iowa; thence South two Hundred and eighty-six (286) feet on the west line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), thence east seven hundred and ninety-eight (798) feet to the center of the public Highway extending through said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), thence Northwesterly along the center of said public highway to a point one hundred and forty (140) feet South of the North line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) thence West parallel to the said North line approximately seven hundred and twenty-five (725) feet to point of beginning.

That the intention herein is to convey hereby an absolute title in fee simple, including all the rights of homestead and dower, to the said Mortgagee, its successors and assigns. That the said Mortgagors represent to and covenant with the Mortgagee, that they have the right to sell and convey the said premises and that they will warrant and defend the said premises against the lawful claims of all persons.

That the Mortgagors do hereby release all rights of homestead and dower and all rights of distributive share and other rights in and to said premises. That these presents are upon the expressed condition that if the said Mortgagors, their heirs, successors or assigns shall pay or cause to be paid to the Mortgagee, its heirs, successors or assigns the amount specified above according to the tenor and effect of the Home Improvement Consumer Credit Sales Agreement of the said Mortgagors, then these presents would be void, otherwise to be and remain in full force and effect. This mortgage shall stand as security for said Home Improvement Consumer Credit Sales Agreement and for any and all future advances made by the Mortgagee to the Mortgagors.

That the Mortgagors further agree that they will pay all taxes and assessments levied against said real estate before the same become delinquent and will keep the buildings on said premises in a good state of repair and fully covered with an insurance policy showing any loss payable to the parties as interests may appear, and will make the payments promptly as herein agreed as the same become due and that failure to do so shall give the Mortgagee, subject to Mortgagors' right to cure, the right to declare the whole sum, less unearned charges, due and payable at once and to foreclose upon the property.

If all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, may require immediate payment in full of the entire amount due under the mortgage and Home Improvement Consumer Credit Sales Agreement. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property. If Mortgagee does allow Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from further obligation under this mortgage and the Home Improvement Consumer Credit Sales Agreement. The following types of transfers will not give Mortgagee the right to require immediate payment in full:

(a) the creation of liens or other claims against the property which are inferior to this mortgage;
(b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses;
(c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;
(d) leasing the property for three years or less, so long as the lease does not include an option to buy;
(e) a transfer to Mortgagor's relative resulting from death of the Mortgagor;
(f) a transfer where Mortgagor's spouse or children become owners of the property;
(g) a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
(h) a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

In the event of foreclosure of this mortgage and the sale of the property, the time of one year for redemption as provided by law will be reduced to six months in the event the Mortgagee waives its right to a deficiency judgment. The period of redemption as provided by law will be reduced to sixty days in the event the real estate covered by this mortgage is abandoned by the Mortgagors and/or the persons or person performing under this mortgage at the time of foreclosure in the event the Mortgagee waives its right to a deficiency judgment.

IN WITNESS WHEREOF, the Mortgagors hereunto set their hands this 26th day of April, 19 86

* Richard J. McGraw
Richard J. McGraw Mortgagor

* Mardyll McGraw
Mardyll McGraw Mortgagor

STATE OF IOWA
COUNTY OF Polk } ss.

On this 26th day of April 19 86 before me, a Notary Public in and for Polk County, Iowa, appeared Richard J. McGraw and Mardyll McGraw to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand this 26th day of April 19 86

Betty L. Fetch

BETTY L. FETCH
MY COMMISSION EXPIRES
8-24-86

For assignment of mtg to Finance America Thrift Corp see mtg Rec 145-410

FOR RELEASE OF ANNEXED MORTGAGE SEE MORTGAGE RECORD 157 PAGE 768

Compared 2360

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 2360 Filed for Record this 9 day of May 1986 at 11:03 AM 409
Book 145 Page 409 Recording Fee $5.00 Mary E. Welty, Recorder, By Shirley G. Henry Deputy