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 16 day of JUNE, A. D. 1986 between WILLIAM C. PRICE AND JOYCE M. PRICE A/K/A JOYCE MARGARET PRICE HUSBAND AND WIFE Mortgagors of the County of MADISON, and State of Iowa, and _____ EARLHAM SAVINGS BANK Mortagee, of the County of MADISON, and State of IOWA.

WITNESSETH: That the said Mortgagors in consideration of _____ TWO HUNDRED FIVE THOUSAND AND NO/100---------- DOLLARS ($ 205,000.00) 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 _____

the following described Real Estate situated in the County of MADISON, State of Iowa, to-wit:

SEE EXHIBIT "A" attached hereto

Compared

FILED NO 2756
BOOK 145 PAGE 724
1986 JUN 27 PM 3:42
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $15.00

We understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale: and that by signing, this contract, We voluntarily give up our rights to this protection for this property with respect to claims based upon this contract.

RELEASED 10-20-94 SEE
MORTGAGE RECORD 174 PAGE 328

PARTIAL RELEASE OF ANNEXED MORTGAGE SEE MORTGAGE RECORD 152 PAGE 312

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (that is, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, water heater, water softener, automatic heating equipment and other attached fixtures), and hereby granting, conveying and mortgaging also all of the easements, servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full. As to any such personal property, or fixtures, or both, a Security interest hereby attaches thereto, as provided by the Uniform Commercial Code.

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold said real estate by title in fee simple; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said Mortgagors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises, and waives any rights of exemption, as to any of said property.

CONDITIONED HOWEVER, That if said Mortgagors shall pay or cause to be paid to said Mortgagee, or his successor in interest, said sum of money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, all at the time, place, and upon the terms provided by one[1] promissory note of Mortgagors to Mortgagee, of even date herewith, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

1. **TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof, before same became delinquent, without notice or demand; and shall procure and deliver to said Mortgagee, on or before the fifteenth day of April of each year, duplicate receipts of the proper officers for the payment of all such taxes and assessments then due.

2. **INSURANCE.** Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Mortgagee may require on personal property, as herein referred to, and on all buildings and improvements on said premises, in companies to be approved by Mortgagee in an amount not less than the full insurable value of such personal property and improvements, or not less than the unpaid balance herein, whichever amount is smaller, with such insurance payable to Mortgagors and Mortgagee, as their interests may appear. Mortgagors shall promptly deposit such policies with proper riders with the Mortgagee.

3. **REPAIRS TO PROPERTY.** Mortgagors shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed, ordinary wear and tear only excepted; and shall not suffer or commit waste on or to said security.

4. **ATTORNEY'S FEES.** In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this mortgage, to protect the lien of title herein of the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from the Mortgagors, or charged upon the above described property, they agree to pay reasonable attorney fees.

Copyright 1961 by The Iowa State Bar Association

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** _____
(Street and Number)

_____
(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 $_____ on _____ and $_____ on _____.

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

WILLIAM C. PRICE

JOYCE M. PRICE **Mortgagors**

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

STATE OF IOWA, MADISON COUNTY, ss:

On this 16th day of JUNE, A. D. 19 86, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared WILLIAM C. PRICE AND JOYCE M. PRICE HUSBAND AND WIFE

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.

Iowa NOTARIAL SEAL

ROBERT J. KRESS, 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. 2756

MORTGAGE

From

To

Filed for record the 27 day of June, A. D. 19 86 at 3:42 o'clock P M., and recorded in Book 145 of Mortgages on page 724

of Madison County Records.

Mary E. Kelly Recorder

By _____ Deputy

WHEN RECORDED RETURN TO

R. Kress Bank

MTG. RECORD 145

EXHIBIT "A"

---

1. The Southeast Quarter (¼) of the Northeast Quarter (¼) of Section Thirty-one (31), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa
and

2. The Southwest Quarter (¼) of the Northeast Quarter (¼) of Section Thirty-one (31), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa
and

3. The Northeast Quarter (¼) of the Southeast Quarter (¼) of Section Thirty-one (31), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa,
and

4. The Northwest Quarter (¼) of the Southeast Quarter (¼) of Section Thirty-one (31), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa,
and

5. The South Half (½) of the Northwest Quarter (¼) of Section Thirty-two (32), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, excepting therefrom the following described tract of land: Commencing at the Northeast corner of the Southeast Quarter (¼) of the Northwest Quarter (¼) of said Section Thirty-two (32), thence North 90° 00' West 426 feet, thence South 00° 28' East 821.1 feet, thence North 89° 11' East 426 feet to the East line of said Southeast Quarter (¼) of the Northwest Quarter (¼), thence North 00° 28' West 815 feet to the point of beginning, said parcel containing 8 acres including 0.2396 acres of county road right-of-way,
and

6. The North Half (½) of the Northeast Quarter (¼) of Section Thirty-one (31), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa,
and

7. The South 100 acres of the Northwest Fractional Quarter (¼) and the East 21½ feet in width of the Northeast Quarter (¼) of the Southwest Quarter (¼) and the South Fractional Half (½) of the Southwest Fractional Quarter (¼) of Section Thirty-one (31), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, except a tract commencing at a point 1341.4 feet North and 2122.3 feet South, 89° 26' East, of the Southwest corner of said Section Thirty-one (31), thence South, 89° 26' East, 250 feet, thence South, 1° 7' West, 400 feet, thence North, 89° 26' West, 250 feet, thence North, 1° 7' East, 400 feet to the point of beginning and containing 2.3 acres, more or less,
and

8. The South Half (½) of the Southwest Quarter (¼) of Section Twenty-nine (29), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa,