**REAL ESTATE MORTGAGE - IOWA** FORM FLB 208-IOWA (Rev. 2-85)

*Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.*

Date December 4, 1985

Verne E. Crabbs (aka Verne Crabbs) and Elaine E. Crabbs, husband and wife

, Mortgagors,

of Madison County, State of Iowa, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage and convey to

**THE FEDERAL LAND BANK OF OMAHA, a Corporation of Omaha, Douglas County, Nebraska, whose address is Farm Credit Building, Omaha, Nebraska 68102**

Mortgagee (subject to oil, gas, and mineral rights owned by parties other than Mortgagors; existing easements of record; reservations in United States and State patents; and the rights of the public in all highways), the following-described real estate in Madison County, Iowa:

| | Sec. | Twp. | Rg. |
|---|---|---|---|
| All that part of the W fr½ NE¼ and the E fr½ NW¼ lying North of the right of way of the Chicago, Rock Island and Pacific Railway Company---------- | 3 | 77N | 29W 5th P.M. |

FOR RELEASE OF ANNEXED MORTGAGE SEE MORTGAGE RECORD 152 PAGE 521

Compared

FILED NO. 1199
BOOK 144 PAGE 486
1985 DEC 16 AM 10:26
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
**Fee $10.00**

together with all rights, privileges, easements, appurtenances, buildings, fixtures, and improvements thereon, or that may hereafter be erected thereon, the rents, issues and profits of said land, and the crops raised thereon, and also all personal property that may integrally belong to or hereafter become an integral part of said real estate whether attached or detached, such as light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, water heaters, water softeners, automatic heating and cooling equipment, built-in dishwasher, built-in ranges, built-in ovens, built-in refrigerators, and if said property is other than a single family dwelling, all equipment of every nature and kind whether now on said premises or hereafter placed or installed therein and intended for use of tenants and occupants and which shall be considered as a part of the real estate as between the parties to any lease.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of FORTY FIVE THOUSAND AND NO/100---------- DOLLARS, payable with interest according to the terms of said note, the final payment being due and payable on the first day of January, 2016. This conveyance shall be void upon the payment of said promissory note.

This mortgage is subject to the provisions of THE FARM CREDIT ACT and all acts amendatory thereof or supplemental thereto. The proceeds of the loan secured hereby will be used for the purposes specified in the Mortgagors' application for said loan and authorized by said Act.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they relinquish all rights of homestead, dower, and distributive share and waive any right of exemption as to the premises, and covenant and agree with the Mortgagee, as follows:

(1) That they will pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged. The Mortgagors further agree to pay, if requested by Mortgagee, on each installment date, in addition to the sums required in the above-described promissory note, a sum equal to the amount determined by the Mortgagee required to accumulate, and pay the insurance premiums on policies of fire and other hazard insurance covering the mortgaged premises, and the real estate taxes and assessments due on the mortgaged premises 15 days prior to the due dates thereof. In the event that the sums accrued for the payment of the said premises, taxes, or assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due date thereof. All sums received therefor shall be applied on the principal balance until such time as they are withdrawn by Mortgagee for the payment of said premises, taxes, or assessments.

(2) That they will insure and keep insured buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, such insurance policy shall be endorsed with a mortgage clause with the loss thereunder to be payable to the Mortgagee. Any sums received may be used to pay for reconstruction of the destroyed improvements; or, if not so applied, may, at the option of the Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(3) That in the event the Mortgagee is a party to any legal proceedings affecting the security or the lien of this mortgage, including any suit by the Mortgagee to foreclose this mortgage or any suit in which the Mortgagee may be named a party defendant in which it is obligated to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur expenses and advance payment for abstract fees, attorney fees, costs, expenses, and other charges, and any amounts disbursed by Mortgagee pursuant to this paragraph shall become additional indebtedness of Mortgagors secured by the mortgage, and shall bear interest from the date of payment at the same rate as provided for default in the note.

(4) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinbefore provided, or fail to pay rents, fees, or charges under the terms of any lease, permit, license, or privilege; or Mortgagee is required to incur expenses for abstract fees, attorney fees, costs, expenses, and other charges in connection with litigation, or otherwise reasonably deems it necessary to incur such fees, charges, or expenses to protect the security of the mortgage or collected any indebtedness secured hereby, Mortgagee may make such payment or provide such insurance, or incur such obligation, and the amounts paid therefor shall become a part of the indebtedness secured hereby due and payable immediately, and shall bear interest from the date of payment at the same rate as provided for default in the note.

(5) That in the event any awards are made to the Mortgagors or their successors in interest for taking or damaging by the exercise of eminent domain the whole or any part of the mortgaged premises or any easement therein, the said awards are hereby assigned to the Mortgagee; the Mortgagee is hereby authorized to collect, receive, and receipt therefor and to apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(6) That in the event Mortgagors default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or any default with respect to any covenant, condition, or warranty hereof, or any proceedings is brought by or against the Mortgagors under any Bankruptcy Law of the United States, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the default rate described in said note, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy.

(7) That in the event action is brought to foreclose this mortgage, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court may appoint a receiver to take possession of said premises, with the usual powers of receivers in like cases.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagors shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, or rents, fees or charges, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) That the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of the property covered hereby without affecting the priority hereof or the liability of Mortgagors or any other party for the payment of said indebtedness, all such extensions, deferments, renewals, and reamortizations to be secured hereby.

(10) Transfer of the Property. If all or any part of the property described herein or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable.

(11) Assignment of Rents including Proceeds of Mineral Lease. Mortgagors hereby transfer, set over, and convey to Mortgagee all rents, royalties, bonuses, and delay moneys that may from time to time become due and payable under any real estate lease or under any oil, gas, or other mineral lease of any kind now existing or that may hereafter come into existence, covering the above land or any part thereof. All such sums so received by Mortgagee shall be applied to the indebtedness secured hereby; or said Mortgagee may at its option turn over and deliver to the Mortgagors or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to Mortgagee of said rents, royalties, bonuses, and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of this mortgage of record, this conveyance shall become inoperative and of no further force and effect.

(12) Redemption Period. If the property described herein is less than ten acres in size and if Mortgagee waives in any foreclosure proceeding any right to a deficiency judgment against Mortgagors, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the property has been abandoned by Mortgagors and if Mortgagee waives any right to a deficiency judgment against Mortgagors, then the period of redemption from judicial sale shall be reduced to sixty days. In addition, if the property described herein is the residence of the Mortgagors at the time of foreclosure, but the court finds that after foreclosure the property has ceased to be the residence of the Mortgagors, then the period of redemption shall be reduced to thirty days from the date of a court order so stating. The provisions of this paragraph 13 shall be construed to conform to the provisions of Sections 628.26, 628.27 and 628.28 of the Code of Iowa.

| | | | |
|---|---|---|---|
| _____ (SEAL) | | Verne E. Crabbs (SEAL) | |
| | | Verne E. Crabbs | |
| _____ (SEAL) | | Elaine E. Crabbs (SEAL) | |
| | | Elaine E. Crabbs | |
| _____ (SEAL) | | _____ (SEAL) | |
| _____ (SEAL) | | _____ (SEAL) | |
| _____ (SEAL) | | _____ (SEAL) | |

STATE OF Iowa
COUNTY Dallas } ss.

On this 13 day of December, A.D., 1985, before me, a Notary Public in and for said County and State, personally appeared Verne E. Crabbs (aka Verne Crabbs) and Elaine E. Crabbs, husband and wife

Iowa

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.

My commission expires Aug 12 1988

Virginia M. Peer
Virginia M. Peer
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only
LOAN NUMBER 137 1 9275205
ASSIGNMENT NUMBER

**MORTGAGE**

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF Iowa
COUNTY OF Madison } ss.

This instrument was filed for record at 10:26 o'clock, A M., on the 16 day of December, 1985, and duly indexed and recorded in Book 144, Page 486, of the Real Estate Mortgage Records.

Nancy E Welty
(County Recorder/Register of Deeds)

By _____ Deputy

Fee $ 10.00

Farm Production Credit Assn
Pcl Box 520
Perry, Iowa 50220

1199