$10 Recording Fee

MTG. RECORD 144

This is a Consumer Credit Transaction

REAL ESTATE

MORTGAGE

For use with Consumer Credit Transaction

For full and valuable consideration, receipt of which is hereby acknowledged Robert L. and Cleo S. Peacock

of Madison County, Iowa, hereinafter called Mortgagor, hereby sells and conveys to

First Midwest Bank of Danville, Illinois, N.A.

a corporation organized and existing under the laws of the United States, having its principal place of business and post-office address at 27 North Vermi lion Danville, Illinois 61832 hereinafter called the Mortgagee: the following described real estate situated in Madison County, Iowa, to-wit:

Lots 3 and 4 Block 1 Laughridge and Cassiday Addition

Winterset, Iowa

Compared

FILED NO. 1222
BOOK 144 PAGE 502

1985 DEC 18 AM 9:21

MARY E. MELTY
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, whether attached or detached; all gas, steam or electric heating, lighting, plumbing, ventilating, water, and power systems, air conditioning, fences, trees, shrubs, shades, rods, venetian blinds, awnings, fixtures and apparatus; all storm and screen windows and doors, and all other fixtures; all estates, contingent or vested, including reversions; all expectancies, homestead and dower rights, or rights to statutory third, the right of possession thereof, and all other rights thereto belonging, or in any way now or hereafter appertaining thereto, and the rents, issues, uses, profits and income therefrom, and all of the crops at any time raised thereon from the date of this agreement until the terms of this instrument are complied with and fulfilled and subrogation to the rights of any holder of a lien on said property where the money loaned by mortgagee to mortgagor is used to pay such lienholder; to have and to hold the same unto the mortgage in fee and absolutely, conditioned, however, and subject to the provisions

that if the mortgagor shall pay the sum of Four Thousand And no/100 ---------- DOLLARS ($ 4000.00) to the mortgagee as is provided in certain promi[illegible]otes of even date herewith, and maturing as therein provided, with interest at the rate therein specified, and [illegible]so have paid all other indebtedness secured by this mortgage and shall also fully perform all the covenants [illegible]f this mortgage, then these presents shall be void, otherwise to remain in full force and effect.

In addition to securing the above described note, this mortgage shall also be first lien security for any additional loans and advances for any purpose whatsoever which hereafter may be made under this mortgage by the mortgagee to the original mortgagor while still record owner of the above property, said additional advances to have the same priority and rights as if made at this date, provided, however, that at no time shall the unpaid balances owing hereunder, including such additional advances or loans, exceed $ 4000.00 plus necessary advances for protection of the security, interest and costs. This paragraph shall not constitute a commitment to make additional loans in any amount.

Mortgagor, for himself, his heirs and for vendees of said real estate, hereby covenants and agrees:

1. That the mortgagor is lawfully seized of said premises in fee simple; that mortgagor has good right and lawful authority to sell and convey the same; that the premises are free from all liens and encumbrances; that the mortgagee shall, and is hereby granted the right to quietly enjoy and possess the same; and hereby warrants and covenants to defend the title to said premises against all persons whomsoever, and not to commit or suffer waste.

2. That the mortgagor will pay the principal of and the interest on the indebtedness evidenced by the note secured hereby and of advances made, at the times and in the manner therein provided.

3. That the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee, provided, however, if the mortgagee should at any time release the mortgagor from the obligation to deposit with mortgagee such policies and renewals thereof such release shall not act as a waiver of the right to in the future require such deposit. In event of loss, mortgagor will give immediate notice by mail to the mortgagee who may make proof of loss if not made promptly by the mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee instead of to the mortgagor and the mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the mortgagee at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. The mortgagor agrees to pay all and singular the taxes, assessments, levies and encumbrances of every nature heretofore or hereafter assessed against the above described real estate before they have become delinquent, and if the same be not promptly paid before they become delinquent, the mortgagee or its representative may at any time pay the same and the official receipts for moneys so paid shall be conclusive proof of the validity and amount of such taxes and assessments.

5. If now or hereafter demanded, the mortgagor agrees to pay the mortgagee additional monthly installments equal to one-twelfth of such amount as the mortgagee shall estimate to be required for the purpose of accumulating a fund with which to pay, when due, taxes, assessments and premiums on insurance policies securing said notes.

6. That if the taxes are not paid or the insurance not kept in force by mortgagor, mortgagee may pay such taxes and keep the property insured and recover immediately from mortgagor the amount so expended.

7. That if this mortgage is released of record, the release thereof shall be filed and recorded at the expense of the mortgagor.

8. It is further agreed that in the event of foreclosure of this mortgage and Sheriff's sale of the property involved, the period of redemption from said sale shall be reduced to six (6) months, at the option of the mortgagee, if the mortgagee waives in said foreclosure proceedings any rights to deficiency judgment against mortgagor which may otherwise have arisen out of said foreclosure proceedings. It is further agreed, under Chapter 628, Code of Iowa, as amended, that in the event of such foreclosure, and in the event of the finding by court decree in such foreclosure that the real estate hereinabove set out has been abandoned by the owners and persons personally liable under the mortgage at the time of foreclosure, the period of redemption from foreclosure sale will be reduced to sixty (60) days. In such event the mortgagee waives rights to a deficiency judgment against the mortgagor or his successors in interest, subject to the other provisions of the above reference law as amended.

9. If at any time all or any portion of the above-described mortgaged property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the mortgagee and applied on the indebtedness hereby secured.

10. That if more than one join in the execution hereof as a mortgagor, or any be of the feminine sex, the word mortgagor, the pronouns and relative words herein used shall be read as if written in the plural or the feminine respectively. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors, joint tenants, and assigns of the parties hereto.

11. That the mortgage and the note secured hereunder contain the entire understanding and agreement of the parties.

12. Last payment on Note secured hereby is due the ..... day of ....., 19.....

13. If all or any part of the real estate described herein or any interest therein is sold or transferred without mortgagee's prior written consent, mortgagee may at mortgagee's sole option, declare all sums secured hereby immediately due and payable.

14. Other provisions, etc.

IN WITNESS WHEREOF this instrument has been signed and delivered by the persons denoted herein as mortgagor.

Dated this 27th day of September, 19 85, at Winterset, Iowa

NOTICE TO CONSUMER—(1.) Do not sign this paper before you read it. (2.) You are entitled to a copy of this paper. (3.) You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. (4.) If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents ($7.50).

X Robert L. Peacock — X Cleo S. Peacock

Robert L. Peacock (typed signature) — Cleo S. Peacock (typed signature)

STATE OF IOWA, Polk COUNTY, ss:

On this 27th day of Sept., A. D. 1985, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Robert L. Peacock and Cleo S. Peacock

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.

[illegible] MUHLENBURG [illegible] EXPIRES [illegible] 1986

Ronald Muhlenburg
Notary Public in and for said County
Polk County, Iowa

IOWA MORTGAGE

No. 1222

REAL ESTATE
MORTGAGE

From

To

Filed for record the 18 day of December, A. D. 19 85

9:21 o'clock a M., and recorded in

Book 144 of Mortgages on page 502

of Madison County Records.

Mary E. Welty Recorder

By Shirley G. Henry Deputy

WHEN RECORDED RETURN TO

27 North Vermillion St
Danville, Ill. 61832

ICC Real Estate Mortgage—Rev. Oct., 1974—