REAL ESTATE
MORTGAGE

For full and valuable consideration, receipt of which is hereby acknowledged Kenneth M. Myers and Carole L. Myers, husband and wife, of Polk County, Iowa, and Oscar S. Brewer and Dorothy Brewer, husband and wife, of Johnson County, Kansas

of ---------- **County, Iowa, hereinafter called Mortgagor, hereby sells and conveys to** KMM Enterprises, Inc.

a corporation organized and existing under the laws of Delaware, **having its principal place of business and post-office address at** 2715 Commerce Tower, Kansas City, Missouri **hereinafter called the Mortgagee: the following described real estate situated in** Madison **County, Iowa, to-wit:**

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twenty-eight (28), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirty-three (33), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirty-four (34), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) and the North Half (N½) of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) and the South Half of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) except the East three rods in width thereof and the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) except a tract three rods square in the Northeast corner thereof all in Section twenty-seven (27); all located in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, (contains 240 acres more or less).

Subject to covenants, restrictions, reservations, licenses and easements of record.

Subject to taxes and assessments, general and special, which cannot be paid as of the date hereot.

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FILED NO. 2126
BOOK 143 PAGE 205
1985 JUN -4 AM 11:33
MARY E. WELTY
RECORDER
MADISON COUNTY IOWA

Fee $10.00

FOR RELEASE OF ANNEXED MORTGAGE SEE MORTGAGE RECORD 156 PAGE 753

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 Two Hundred Thousand and no/100 DOLLARS ($200,000.00) to the mortgagee as is provided in certain promissory note or notes of even date herewith, and maturing as therein provided, with interest at the rate therein specified, and if mortgagor shall also have paid all other indebtedness secured by this mortgage and shall also fully perform all the covenants, conditions and terms of 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 $200,000.00 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 if this Mortgage covers less than ten (10) acres of land and in the event of the foreclosure of this Mortgage and sale of the property by Sheriff's sale in such forclosure proceedings, the time of one (1) year for redemption from said sale provided by the statues of the state of Iowa shall be reduced to six (6) months provided by the statues of the state of Iowa shall be reduced to six (6) months provided the Mortgagee waives in such foreclosure proceedings any rights to a deficiency judgment against the Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Section 628.26 and Chapter 628, Code of Iowa.

It is further agreed that if this Mortgage covers less than ten (10) acres of land and in the event of the foreclosure of this Mortgage and sale of the property by Sheriff's sale in such foreclosure proceedings, the time of one (1) year for redemption from said sale provided by the statues of the State of Iowa, shall be reduced to sixty (60) days provided that the Court in a foreclosure decree finds affirmatively that the mortgaged property has been abandoned by the owners and persons personally liable under this Mortgage at the time of such foreclosure and that the Mortgagee waives in such foreclosure proceedings any rights to a deficiency judgment against the Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Section 628.27 and Chapter 628, Code of Iowa.

It is finally agreed that if the mortgaged property is not used for agricultural purposes as defined in Section 535.13 of the Code of Iowa and is not the residence of the Mortgagor or owner, or if it is the residence of the Mortgagor or owner but not a single-family or two-family dwelling, the period of redemption after foreclosure shall be one hundred eighty (180) days, or if a deficiency judgment is waived, the period of redemption shall be reduced to ninety (90) days, all to be consistent with the provisions of Section 628.28 and Chapter 628, Code of Iowa.

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 4th day of June, 19 2000

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 4th day of June, 19 85 at Des Moines, Iowa

Kenneth M. Myers
Kenneth M. Myers

Carole L. Myers
Carole L. Myers (typed signature)

Oscar S. Brewer
Oscar S. Brewer

Dorothy Brewer
Dorothy Brewer (typed signature)

STATE OF IOWA, Polk COUNTY, ss:

On this 4th day of June, A. D. 19 85, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Kenneth M. Myers, Carole L. Myers, Oscar S. Brewer and Dorothy Brewer

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.

Barbara J. Petersen
Notary Public in and for said County

NOTARIAL SEAL
BARBARA J. PETERSEN
MY COMMISSION EXPIRES
August 12, 1985

IOWA MORTGAGE

No.

REAL ESTATE
MORTGAGE

From Kenneth M. Myers, et al

To KMM Enterprises, Inc.

Filed for record the 4 day of June, A. D. 19 85 11:33 o'clock A M., and recorded in Book 143 of Mortgages on page 205 of Madison County Records.

Mary E. Welty Recorder

By Shirley G. Henry Deputy

WHEN RECORDED RETURN TO
Kenneth M. Myers
P. O. Box 10349
Des Moines, Iowa 50306