IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

THE FEDERAL LAND BANK OF OMAHA,
a corporation

PLAINTIFF

#22302

vs.

EDWARD L. BRIGGS and MARY BRIGGS

DEFENDANTS

1096
FILED NO.
BOOK 34 PAGE 429
1983 FEB -2 AM 8:59
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
none

This is to certify that on January 31, 1983, a decree and judgment entry was filed in the Clerk of District Court's office, Madison County, stating that the Plaintiff's mortgage be and hereby is foreclosed. A Special Execution has been issued for the sale of the mortgaged premises.

No SEAL

Margaret Wheeler
Clerk of District Court
MADISON COUNTY, IOWA

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1983 JAN 31 AM 11:20

MARLENE F. WHEELER
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

THE FEDERAL LAND BANK OF OMAHA, A Corporation,	:	Equity No. CE 82502
Plaintiff,	:	
vs.	:	
EDWARD L. BRIGGS and MARY [illegible] BRIGGS, husband and wife; FARMERS AND MERCHANTS STATE bank; THORP CREDIT, INC.; G.N.A. CONCRETE; RANDY LILLIE d/b/a LILLIE PLUMBING AND ELECTRIC; ORAL SURGEONS, P.C.; MADISON COUNTY, IOWA, d/b/a MADISON COUNTY AMBULANCE SERVICE; and DONALD SHELLEY, d/b/a SHELLEY'S ELECTRONICS,	:	
Defendants	:	

DECREE AND JUDGMENT ENTRY

BE IT REMEMBERED on this 31 day of January, 1983, this matter came on to be heard, the Plaintiff appearing by its attorneys, Elgin, Hoyman & Clogg, 106 E. Salem Avenue, P.O. Box 215, Indianola, Iowa, and the Defendants appearing not.

The Court, on inspection of the Original Notices, and the Returns of Service now on file, FINDS that each and all of the Defendants have been served with Original Notice in the manner and form as provided by law more than twenty (20 days prioer hereto. That the Court has full jurisdiction herein as to all Defendants. The Court further finds that a proper Affidavit in Reference to Military Service is on file and that none of the interested persons are in the Military or Naval Service of the United States of America, or occupy any other status protected or benefited by the Soldiers and Sailors Civil Relief Act as amended, and that there is no need to stay the proceedings herein, and that the matter should now proceed to final hearing and determination on the pleadings, including a Motion for Summary Judgment filed by the Plaintiff herein. THEREUPON, the matter was fully tried and submitted to the Court, and the Court, on examining

said Petition and pleadings herein, and on listening to the proofs and being fully advised in the premises, FINDS:

1. That the allegations of the Plaintiff's Petition are true and that the equities in this cause are with the Plaintiff.

2. That on or about the 28th day of January, 1980, the Defendants, Edward L. Briggs, and Mary P. Briggs, in consideration of a loan, made, executed and delivered to the Plaintiff their Promissory Note in writing in the principal amount of $66,300.00 payable in monthly installments with interest thereon as provided therein, a copy of said Note attached to Plaintiff's Petition. That said Note is the property of the Plaintiff. The payments on said Note are past due and the Plaintiff has declared the full amount thereon due and that there is now due thereon the amount showin in the first paragraph of this Judgment Entry and Decree.

3. That on said date as the execution of said Note, the Defendants, Edward L. Briggs and Mary P. Briggs, executed and delivered a real estate mortgage in writing, securing said Note and encumbering and conveying the following-described premises, to-wit:

> A parcel of land located in the Southeast Quarter Northwest Quarter of Section 32, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as Beginning at the Northeast Corner of the SE¼ NW¼ of said Section 32, thence West 426 feet; thence South 00° 28' East 821.1 ft.; thence North 89° 11' East 426.0 feet to the East line of said SE¼ NW¼; thence North 00° 28' West to the point of beginning; containing 8 acres including 0.2396 acres of county road right-of-way.

That said mortgage was duly recorded in the Office of the Madison County Recorder on February 19, 1980 in Book 132, Page 648, of Real Estate Mortgage Records in said County. That the same is a first lien on the premises described in said mortgage as of the date of the execution of said mortgage. That said mortgage is now the property of the Plaintiff.

4. That the Plaintiff's prayer for the appointment of a Receiver has been approved, and the Court has heretofore in fact appointed Tom Robel, Creston, Iowa, as Receiver herein.

5. That the Plaintiff has been compelled to have the abstract of title continued by reason of this foreclosure action, and that the expense of the smae is the amount shown in the first paragraph in this Judgment Entry and Decree. That the Plaintiff should be reimbursed therefore.

6. That said Note and Mortgage executed by the Defendants, Edward L. Briggs and Mary P. Briggs, provides for attorney fees and that a proper Affidavit for the same is on file herein.

7. The Court further finds that the above-named Edward L. Briggs and Mary P. Briggs, executed and delivered to the Defendant, Farmers and Merchants State Bank, one certain real estate mortgage dated March 10, 1980, and filed March 14, 1980 in Book 132, Page 752, Office of the Madison County Recorder. That whatever right, title or interest said Defendant, Farmers and Merchants State Bank, may claim in said premises is junior and inferior to the right, title and interest of the Plaintiff.

8. The Court further finds that the above named Edward L. Briggs and Mary P. Briggs, executed a mortgage dated July 25, 1980, filed July 29, 1980, in Book 133, Page 344, Office of the Madison County Recorder, the same running to Thorp Credit, Inc. That whatever right, title and interest said Defendant, Thorp Credit, Inc., may have in said premises is junior and inferior to the right, title and interest of the Plaintiff.

9. That the Defendant, G.N.A. Concrete, Inc. may claim some right, title or interest by reason of a Mechanic's Lien filed September 29, 1980 in the District Court of Madison County, Iowa, in Mechanics' Lien Records 2, Page 70. That any right, title or interest of said G.N.A. Concrete, Inc. to the real estate which is the subject matter of mortgage, is junior and inferior to the right, title and interest of the Plaintiff.

10. That the Defendant, Lillie Plumbing and Electric, may claim some right, title and interest in the real estate which is the subject matter of this litigation by reason of a judgment against the Defendants, Mary P. and Edward L. Briggs. That the interest of said Defendant is junior and inferior to the right, title and interest of the Plaintiff herein.

11. That the Defendant, Lillie Plumbing and Electric, may claim some right, title and interest in said real estate which is the subject matter of this litigation by reason of a judgment rendered November 24, 1980, in Small Claims Docket 6, Page 3355, Madison County, Iowa, but that any right, title and interest claimed by said Defendant in the real estate which is the subject of this litigation is junior and inferior to the right, title and interest of the Plaintiff herein.

12. That the Defendant, Oral Surgeons, P.C., may claim some right, title and interest in the real estate which is the subject matter of this litigation by reason of a judgment rendered against the Defendants, Edward L. and Mary P. Briggs, on February 25, 1981 in Small Claims Docket 6, Page 3522, Madison County, Iowa, but that any interest claimed by said Defendant is junior and inerior to the right, title and interest of the Plaintiff.

13. That the Defendant, Donald Shelley d/b/a Shelley's Electronics, may claim some right, title and interest in the real estate which is the subject of this litigation by reason of a judgment entered July 6, 1982 in Small Claims Docket 7, Page 4055, Madison County, Iowa, but that any right, title or interest claimed by said Defendant is junior and inferior to the right, title and interest of the Plaintiff herein.

14. That Madison County, Iowa. d/b/a Madison County Ambulance Service may claim some right, title or interest in the real estate which is the subject of this litigation by reason of a judgment rendered November 20, 1981 in Small Claims Docket 6, Page 3899, Madison County, Iowa, but that any right, title and interest claimed by said Defendant is junior and inferior to the right, title and interest of the Plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

FIRST: That the Plaintiff have and recover personal judgment against the Defendants, Edward L. Briggs and Mary P. Briggs, and in rem against all the Defendants as against the land heretofore described in the full sum of $65,961.65 together with interest at 15% per annum from July 27, 1982 and the sum of $800.00 as statutory attorney fees to be attached in favor of the Plaintiff's attorneys. The Plaintiff is further awarded judgment against the Defendants in the amount of $264.00 for abstracting expense heretofore incurred by the Plaintiff and for the costs of this action, the same to be assessed by the Clerk of this Court.

SECOND: A Judgment for all of said sums be and hereby is declared to be a first and prior lien upon the real estate herein described from the date of said mortgage of the Plaintiff and the right, title, lien and interest of the Defendants herein, and each of them, and all persons claiming by, through or under them, or any of them, in and to said premises be declared to be junior and inferior to the lien of Plaintiff's mortgage.

THIRD: That the Defendants and each of them and all persons claiming through or under them or any of them be declared to have no interest in said premises save and except the right of redemption as provided by law.

FOURTH: That the Plaintiff's mortgage be and hereby is foreclosed and a Special Execution issue herein for the sale of said mortgaged premises or so much thereof as may be necessary to pay said Judgment and for all of said sums.

FIFTH: That the Plaintiff's prayer for an appointment of a Receiver is hereby approved and the Court notes that a Receiver has heretofore been appointed, which is by this entry reaffirmed.

SIXTH: That in the event said real estate is sold under special execution and be not redeemed within 12 months, that being the period of redemption provided in said mortgage, that a Sheriff's Deed shall issue at said time and that Writ of Possession issue

under the Seal of the Court directed to the Sheriff of this County, commanding him to place the grantee of said deed in possession thereof.

ALL OF WHICH IS FINALLY ORDERED, ADJUDGED AND DECREED BY THE COURT.