IND
L.C.
D.E.

IN THE IOWA DISTRICT COURT IN AND FOR MADISON COUNTY

UNION STATE BANK
Plaintiff

#22347

vs.

RICHARD H. SOMMER and
JUDITH A. SOMMER

DECREE OF FORECLOSURE

This is to certify that a Decree of Foreclosure was filed (5-2-83) in the District Court of Madison County against the following property:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twenty-seven (27) and the East One-half (E½) of the Northeast Quarter (NE¼) of Section Thirty-four (34) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; and The West Half (W½) of the Southeast Quarter (SE¼) of Section Thirty-four (34) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; and the East One-half (E½) of the Southeast One Quarter (SE¼) of Section Thirty-four (34) Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

SEAL OF DISTRICT COURT MADISON COUNTY

Margaret K. Wheeler
Clerk of District Court
MADISON COUNTY, IOWA

1765
FILED NO.
BOOK 34 PAGE 516
1983 MAY -3 PM 3:39
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
none filed by
Clerk

5/1/83 gjr:ke

FILED

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY 1983 MAY -2 PM 4:22

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MARG... CLERK OF ... COURT MADISON COUNTY, IOWA

UNION STATE BANK, : Number 22347 Equity

Plaintiff, :

vs. :

RICHARD H. SOMMER and JUDITH A. SOMMER, : SUMMARY JUDGMENT AND DECREE OF FORECLOSURE

Defendants. :

: - : - :

NOW on this 2nd day of May, 1983, this matter is before the Court on the Plaintiff's Motion for Summary Judgment pursuant to R.C.P. 237. All parties have previously appeared by their attorneys of record. The Defendants, not resisting said motion, and the Court having ruled accordingly on April 11, 1983, the Plaintiff's Motion for Summary Judgment is therefore sustained. The Court, having then examined the files herein, and being well and fully advised in the premises, makes the following findings:

The issues and equities in this cause are with the Plaintiff and the facts, statements, and allegations contained in the Plaintiff's Petition are material and true, and the Plaintiff is entitled to the relief demanded in said Petition.

The note, as set out in Plaintiff's Petition, dated July 28, 1978, and modified January 29, 1980, in an amount in the sum of $195,000.00 payable to Plaintiff is a valid, legal and binding obligation of the Defendants, and each of them, and the mortgage described in Plaintiff's Petition is to secure said note on the following described real estate situated in Madison County, Iowa:

> The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twenty-seven (27) and the East One-half (E½) of the Northeast Quarter (NE¼) of Section Thirty-four (34) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; and The West Half (W½) of the Southeast Quarter (SE¼) of Section Thirty-four (34) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; and the East One-half (E½) of the Southeast One Quarter (SE¼) of Section Thirty-four (34) Township Seventy-five (75) North Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Said mortgage to secure the note in the sum of $195,000.00 described in Plaintiff's Petition, which mortgage was dated and recorded July 28, 1978 in Mortgage Record 129, Page 748, of the Records of the Office of the Recorder of Madison County, Iowa and was modified by agreement of the parties by virtue of a Modification Agreement dated January 29, 1980 and recorded January 31, 1980, in Mortgage Record 132, Page 602, of the Records of the Office of the Recorder of Madison County, Iowa is a valid, legal and binding obligation of the Defendants, and each of them, and the same constitutes for the Plaintiff a valid first lien on the real estate described herein from the date of execution of the Plaintiff's said mortgage, to-wit: July 28, 1978, until the total indebtedness secured thereby and by said modification is paid in full. Further, the lien of Plaintiff's said mortgage is prior, superior and paramount to the liens, claims, right, title and interest of the Defendants, and each of them, and all of them, or any one claiming by, through or under them, in and to the said mortgaged premises.

The said Defendants, and each of them, defaulted in the payment of the principal and interest according to the terms of said note and mortgage, and the Plaintiff as holder of said note and mortgage elected and by this cause of action does declare the whole of said note due and payable in the entire amount of the principal and interest as all due and collectible and the mortgage forecloseable at once as provided in said note and mortgage.

The Court expressly finds that the Defendants are of legal age and not under any legal disability, and none of the Defendants are entitled to the privileges, benefits or protection under the Soldiers' and Sailors' Civil Relief Act of 1940, or any amendments thereto.

The Plaintiff is the owner and holder of said note and mortgage and is entitled to judgment for the whole of said mortgage indebtedness with interest, plus judgment for any

payments heretofore made, and the costs of this action, including abstract charges, attorney fees, other advancements and accrued costs herein, and is entitled to the establishment of its first lien on said mortgage premises therefore and to the foreclosure of said mortgage to enforce the security thereof.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Union State Bank, have and recover a personal judgment against the Defendants, and each of them for the following sums and amounts, to-wit: $241,125.93, together with interest thereon at the rate of 12% per annum from and after December 16, 1982; $165.00 in abstracting expenses, $675 - attorney fees, plus all Court costs with interest upon all of said sums from the 7th day of February, 1983, at the rate of 10% per annum together with accrued costs and any and all other items furnished by the Plaintiff, or its successors and assigns, and judgment in rem is likewise rendered for said sums against the real estate described herein and said judgment amounts are adjudicated and declared to be a valid and a first lien upon the real estate described from the date of the mortgage, July 28, 1978, until fully paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said mortgage be foreclosed against the Defendants herein and that the said real estate situated in Madison County, Iowa, to-wit:

> The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twenty-seven (27) and the East One-half (E½) of the Northeast Quarter (NE¼) of Section Thirty-four (34) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; and The West Half (W½) of the Southeast Quarter (SE¼) of Section Thirty-four (34) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; and the East One-half (E½) of the Southeast One Quarter (SE¼) of Section Thirty-four (34) Township Seventy-five (75) North Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

or so much thereof as may be necessary to make said judgment, interest, costs and accrued costs, including attorney fees,

be sold to satisfy the same and that a special execution issue therefore, accordingly, and that upon such sale and failure of redemption thereof, as provided by law, then all of the rights, title, lien, interest and claim of each of the above-named Defendants, in and to the said real estate and each and every part thereof be forever barred and foreclosed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if upon such sale under special execution the said real estate fails to be sold for an amount sufficient to satisfy said judgment, interest, costs and accruing costs, including attorney fees, a general execution may issue against the Defendants and sale may be made thereunder to satisfy any deficiency remaining after such special execution sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the lien, claim, title or interest of the Defendants upon said mortgage premises is junior and inferior and subsequent to the lien of the Plaintiff's said mortgage thereon, and the rights and equities of the Plaintiff in and to said real estate and the lien of the Plaintiff's said mortgage thereon, are prior, superior, and paramount to any of the rights, title or equities therein of the Defendants in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if the Plaintiff or the holder of the Sheriff's Certificate of Sale shall pay any taxes or assessments which are or may become a lien upon the real estate so sold during the period of redemption, as provided by law, from said sale, or if the parties shall redeem said mortgage property from said sale, or if the parties shall redeem said mortgage property for any of such taxes or assessments, or advance any other defaults in connection with said mortgage, or advance any money for insurance to protect the improvements against loss by fire, windstorm, hail, that upon filing with the Clerk of the District Court a verified statement thereof as provided

by law, the same shall be a lien upon said premises thereafter, and whenever redemption is made from such sale the party or parties so redeeming shall pay the Clerk of said Court, in addition to the amounts due on said certificate, the amounts so paid or advanced together with interest thereon from the date of such payment at the rate of 10% per annum, payable annually before such redemption may be made.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retain jurisdiction of this cause for the purpose of entering any necessary orders in the future which the Court may deem necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that in case no redemption is made from said sale, then upon demand therefore, the Clerk of this Court shall issue to the Sheriff of said County a Writ of Removal and Possession, commanding him to put the grantee named in the Sheriff's Deed for the premises so sold, or its grantee, in possession thereof, and to remove any Defendants or persons claiming by, through or under any of them, or any other person in possession thereof, out of such possession of said premises.

Judge of the Fifth Judicial District of Iowa

APPROVAL AS TO FORM AND CONTENT:

Leonard M. Flander

ATTORNEY FOR DEFENDANTS.