FILED

1983 AUG 16 PM 2:15

MARGARET WHEELER
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

IN THE IOWA DISTRICT COURT IN AND FOR MADISON COUNTY

BRENTON BANK AND TRUST COMPANY

vs.

MAX J. ANDERSON, DIANE ANDERSON and MADISON COUNTY, IOWA

EQUITY NO. 22360

FORECLOSURE DECREE

Compared

FILED NO. 340
BOOK 34 PAGE 647

1983 AUG 16 PM 3:27

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

None - filed by Clerk

In regard to the above numbered cause, a FORECLOSURE DECREE was filed in Madison County on August 15th, 1983 on the mortgage covering the following described real estate:

Lot Four (4) of Evans Rural Estates Plat Two (2), a Subdivision of the South Half of the Southeast Quarter (S½ SE¼) of Section Twenty-four (24) in Township Seventy-seven (77) North Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

SEAL OF THE DISTRICT COURT MADISON COUNTY IOWA

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

FFF-

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

FILED

1983 AUG 15 PM 3:05

BRENTON BANK AND TRUST COMPANY, Plaintiff,	:	EQUITY NO. 22360
vs.	:	
MAX J. ANDERSON, DIANE ANDERSON, and MADISON COUNTY, IOWA, Defendants.	:	FORECLOSURE DECREE

BE IT REMEMBERED that on the 15th day of August, 1983, the above-entitled cause came on for hearing in its regular order, Plaintiff appearing by its attorney, Gregory A. Hulse; the Defendant, Madison County, Iowa, appearing by its attorney, John E. Casper; and the Defendants, Max J. Anderson and Diane Anderson, appearing by their attorney, James P. Piazza; and the Court after reviewing the file and being fully advised in the premises, FINDS:

That each of the Defendants have been duly served with notice of this action, and the Court has jurisdiction over the Defendants and over the subject matter of this action.

Plaintiff files affidavit relating to the Defendants, Max J. Anderson and Diane Anderson's, military service under the Soldiers' and Sailors' Civil Relief Act, and moves for default against said Defendants. The Court finds from an inspection of the record that none of the said Defendants is or has been in military service. The Court finds that said Defendants have been duly and legally served with proper original notice, as shown by proof on file, and are within the jurisdiction of the Court; counsel for Defendants, Max J. Anderson and Diane Anderson, filed a written appearance in due time; no further motion or pleading has been filed and the time for all such pleadings has elapsed. Default is accordingly entered against Defendants, Max J. Anderson and Diane Anderson.

The Court further finds that on or about January 20, 1982, Defendants, Max J. Anderson and Diane Anderson, made, executed and delivered as co-makers to the Plaintiff their one certain promissory note in writing for the sum of $41,200.00 with interest thereon at the rate of seventeen percent (17%) per annum, and a mortgage securing payment of said note covering the following described real estate to-wit:

Lot Four (4) of Evans Rural Estates Plat Two (2), a Subdivision of the South Half of the Southeast Quarter (S½ SE¼) of Section Twenty-four (24) in Township Seventy-seven (77) North Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

The Court further finds that Defendants, Max J. Anderson and Diane Anderson, are in default, Plaintiff has elected to declare the whole of said note due and payable pursuant to the terms of the note and there is due and owing on said note as of the date of this order the sum of $46,754.69.

The Court further finds that Defendant, Madison County, Iowa, claims real estate taxes against the above-described property in the sum of $257.16 plus penalty and a special assessment for Badger Creek Watershed in the sum of $.60 which sums are superior and paramount to the lien of Plaintiff's mortgage.

The Court further finds that Plaintiff's attorney has filed his affidavit attesting to the amount of attorney's fees and expenses incurred, and Plaintiff is entitled to recover attorney fees and expenses pursuant to the terms of the mortgage.

The Court further finds that Plaintiff has elected to waive its right to a deficiency judgment against the Defendants, Max J. Anderson and Diane Anderson, and to reduce the period of redemption from judicial sale to six (6) months.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment be and the same is hereby rendered in favor of the Plaintiff and against Defendants, Max J. Anderson and Diane Anderson, and in rem against the above-described real estate for the sum of $46,754.69 including interest to date hereof, and with interest thereon after this date at the rate of seventeen percent (17%) per annum, the costs of continuation of the abstract of title in the sum of $50.00, the costs of this action, including $1149.75 as reasonable attorney's fees and for any and all accruing costs and future advancements.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said mortgage declared upon be, and the same is hereby foreclosed; that the right, title, lien and interest of the Plaintiff in and to said mortgaged premises be and they are hereby declared prior and superior to all right, title or interest claimed or asserted by any Defendants herein

except to the extent of the real estate taxes and special assessments owed to Madison County, Iowa, in the sum of $257.76 plus penalty.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that special execution issue for the sale of said real estate above-described, together with all improvements thereon, for the purpose of paying the judgment herein rendered in favor of the Plaintiff, including interest, attorney fees, costs, accruing costs and future advancements; and that after the sale thereunder, each Defendant, except Madison County, Iowa, is forever barred and foreclosed of all right, title or interest in said lands, except the statutory right to redeem therefrom as provided by Chapter 628 of the Code of Iowa, which shall govern the right of each Defendant entitled thus to redeem. That unless such redemption is made by the title owners within six (6) months after said sale, a sheriff's deed shall then issue conveying absolute title to the holder of the certificate of title, and a writ of possession shall issue forthwith on demand of the grantee, under which the sheriff shall put him in possession of the premises.

Jack D. Levin

JUDGE OF THE FIFTH JUDICIAL DISTRICT OF IOWA