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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

# Mortgage Deed

Type of Document

**PREPARER INFORMATION:** (name, address, phone number)

Bethany Kooyers  
Universal Fire & Casualty  
3214 Chicago Dr

Hudsonville, MI 49426  
800-874-8742 Ext. 102

**TAXPAYER INFORMATION:** (name and mailing address)

Ruby Hendrickson  
59 Benton St.  
Winterset, IA 50273-1122

✓ **RETURN DOCUMENT TO:** (name and mailing address)

Bethany Kooyers  
Universal Fire + Casualty Insurance Company  
3214 Chicago Dr  
Hudsonville, MI 49426

**GRANTOR:** (name)

Ruby Hendrickson

**GRANTEE:** (name)

Universal Fire + Casualty  
Insurance Company

**LEGAL DESCRIPTION:** (if applicable)

See page:

Document or instrument of associated documents previously recorded:  
(if applicable)

N/A



3214 CHICAGO DRIVE, HUDSONVILLE, MI 49426  
Telephone 616-662-3900 Fax 616-662-4460

Mail Recorded Deed to:  
Universal Fire & Casualty Insurance Company  
3214 Chicago Drive  
Hudsonville, MI 49426

Recording Office Use

This Instrument Prepared by: Bethany Kooyers

Property Appraisers Parcel Identification (Folio) Number(s): 820-00-05-20030000

**This Mortgage Deed** executed this 21<sup>st</sup> day of July, 2015 by Ruby Hendrickson hereinafter called the Mortgagor(s), with address of 59 Benton St, Winterset IA 50273-1122 to Universal Fire and Casualty Insurance Company hereinafter called the Mortgagee, with address of 3214 Chicago Drive, Hudsonville, MI 49426 :

**Witnesseth**, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Contingent Promissory Note of even date, hereinafter described, the Mortgagor(s) hereby grants, bargains, sells, liens, remises, conveys and confirms unto the Mortgagee and its assigns and representatives this real estate, situated in Madison County, State of Iowa, viz:

*Lot 4, Block 20 Pitzer & Knight*

*More Commonly Known as: 59 Benton St, Winterset IA 50273-1122*

The Mortgagor(s) hereby acknowledge that the property encumbered by this Mortgage may be claimed as homestead; however, Mortgagor(s) agrees, for the purpose of this Mortgage, to waive any and all exemptions granted to them under the laws of the State of Iowa that would apply to homestead property.

**This Mortgage Deed** is accepted as collateral for the **Agent Bail Bond Contract dated July 21, 2015** and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

The Undersigned will, at all times, indemnify and keep indemnified the Mortgagee and save harmless the Mortgagee and its assigns and representatives from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Mortgagee shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Mortgagee by reason or in consequence of having executed such Agent Bail Bond Contract at the instance of the Mortgagor(s) and will pay over, reimburse and make good to the Mortgagee, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, cost, expense, fee, suit, order, decree, payment and/or adjudication against the Mortgagee by reason of the execution of such Agent Bail Bond Contract executed in behalf of and/or at the instance of the Mortgagor(s) and before the Mortgagee shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements the Mortgagee may pay or incur in any legal proceedings, including proceedings in which the Mortgagee may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.

**To Have and to Hold** the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

**And** the Mortgagor(s) covenants with the Mortgagee that the Mortgagor(s) is indefeasibly seized of said land in fee simple; that the Mortgagor(s) has good right and lawful authority to convey said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

**That** this Mortgage Deed is solely to secure future advances which may be made by the Mortgagee or on behalf of the Mortgagor(s) for all costs described herein up to and including the amount of:

**\$ One Hundred thousand** Dollars (**\$100,000.00**) and interest thereon at ten percent (10 %) per annum. That at the present time, the Mortgagee has not loaned the Mortgagor(s) any money or other thing of value, and as such, the present outstanding debt from the Mortgagor(s) to the Mortgagee is Zero Dollars. The Mortgagee may loan to the Mortgagor(s) up to and including the amount of **\$One Hundred thousand** Dollars (**\$100,000.00**) and interest thereon at ten percent (10 %) per annum, upon the occurrence of the stated contingency: upon the default and or breach by Mortgagor(s) of the **Agent Bail Bond Contract dated July 21, 2015**, and whose applicable terms are incorporated by reference hereof.

Provided Always, that if said Mortgagor(s) shall pay unto said Mortgagee the certain Promissory Note hereinafter substantially copied or identified, to wit:

### Contingent Promissory Note

\$ One Hundred thousand Dollars (\$ 100,000.00)

Ref. Agent Bail Bond Contract dated July 21, 2015

For value received, Mortgagor(s) hereby, jointly and severally, promise to pay upon demand to the order of Universal Fire & Casualty Insurance Company and/or its assigns or representatives, **If** the following stated contingency occurs: 1) upon the default and or breach by Mortgagor(s) of the **Agent Bail Bond Contract dated July 21, 2015** 2) Upon the payment of any amounts incurred by Mortgagee and/or its assigns and representatives to satisfy obligations borne by Mortgagor under the Agent Bail Bond Contract, including but not limited to costs for real estate or brokerage assistance, travel, investigation, extradition, negotiation and settlement of bond claims, administrative fines, with interest (payable monthly) thereon at the rate of ten percent, per annum, from the occurrence of the above stated contingency, until fully paid. The maker and endorser of this Note agree(s) to payment upon primary demand and waive(s) notice of non-payment and protest; and if suit shall be brought for the collection hereof, or the same has to be collected upon demand of an Attorney, to pay reasonable Attorney's fees and assessable costs, for making such collection. Deferred interest payments to bear interest from maturity at ten percent, per annum, payable semi-annually.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including \$ One Hundred thousand Dollars (\$100,000.00) and interest.

It is further agreed and specifically understood that this Note shall become null upon receipt of notice in writing from Mortgagee that all obligations rising from said Agent Bail Bond Contract have been fully and finally terminated, otherwise this note is to remain in full force and effect.

x Ruby Hendrickson (Seal)  
Ruby Hendrickson

Signed this 24<sup>th</sup> day of July, 2015.

**And** the Mortgagor(s) hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said Note and this Mortgage, or either; to pay all and singular the taxes and assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the fair market value of such buildings in a company or companies acceptable to the Mortgagee, the policy or policies to be held by and payable to said Mortgagee and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagor(s) for any surplus; to pay costs, charges and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor(s) to promptly and fully comply with the agreements, stipulations, conditions and covenants of said Note and this Mortgage, or either; to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said Note and this Mortgage or either. In the event the Mortgagor(s) fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said Note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Iowa.

**If** any sum of money, herein referred to, is not promptly paid within twenty (20) days next after the same becomes due, or if each and every agreement, stipulation, conditions and covenants of said Note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable, anything in said Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said Note or this Mortgage accrued or thereafter accruing.

**In Witness Whereof**, the said Mortgagor(s) has hereunto signed and sealed these presents the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature


x Ruby Hendrickson  
Ruby Hendrickson

STATE OF IOWA

COUNTY OF POIK

On this 24<sup>th</sup> day of July, 2015 before me personally appeared Ruby Hendrickson known to me to be the persons described in and who executed the foregoing instrument and who acknowledged the same.

Commission Expiration 

	<b>JUSTIN GILBERT</b> Notary Public of Iowa Commission No. 761774 My Commission Expires on February 10, 2016
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[Signature]