

Prepared by: William Rothmeyer - 200 4th Street, Des Moines, IA 50309 - (515) 243-4411

REAL ESTATE MORTGAGE - IOWA

(To secure initial mortgage note - Also future loans and advances to the extent permitted by Section 654, 12A, The Code)

THIS INDENTURE made this _____ day of _____ A.D., 20_____, between _____
and the state of Iowa, and FEZ, INC. d/b/a IOWA BAIL BONDS Mortgagee, of the County of Polk , and the State of Iowa

WITNESSETH: The said Mortgagors, in consideration of _____
(\$ _____) loaned by Mortgagee, received by Mortgagors, and evidenced by the promissory note of even date herewith which is payable on demand under the terms and conditions of said note and such additional loans or advances at the option of the Mortgagee referred to in Paragraph I below, do, by these presents SELL, CONVEY and MORTGAGE, unto the said Mortgagee, Fez, Inc., an Iowa Corporation, the following described Real Estate situated in the County of _____, State of Iowa, to wit:

LEGAL: _____

LOCAL: _____

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (such as, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, screens, linoleum, water heater, water softener, automatic heating equipment and other attached fixtures), and hereby granting, conveying and mortgaging also all of the easements, servient estates appurtenant thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised hereon from now until the debt secured thereby shall be paid in full. As to any such personal property, or fixtures, or both, a Security Interest hereby attaches thereto, as provided by the Uniform Commercial Code. (Also see footnote number 3.)

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold clear title to said personal property, and title in fee simple to said real estate; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances whatsoever except as may be above stated; and said Mortgagors Covenant to Warrant and defend the said premises and the said personal property against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive shares in and to the above described premises and waives all rights of exemption, as to any of said property.

I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE AND THAT BY SIGNING THIS CONTRACT (MORTGAGE), I (WE) VOLUNTARILY GIVE UP MY (OUR) RIGHTS TO THE PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT (MORTGAGE). (see Footnote No. 4)

CONDITIONED HOWEVER, That is said Mortgagors shall pay or cause to be paid to said Mortgagees, or his successors, or assigns, said sum of money which shall be legal tender In payment of all debts and dues, public and private, at time of payment, at the time, place, and upon the terms provided by one (1) promissory note of Mortgagors to Mortgagee, of even date herewith, and as may be supplemented by loans under Paragraph 1 below, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

1. NOTICE: THIS MORTGAGE SECURES (maximum) CREDIT IN THE AMOUNT OF

§ _____, LOANS AND ADVANCES UP TO THIS AMOUNT TOGETHER WITH INTEREST ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS. (See limiting feature as to such advances per footnote No. 1.) Mortgagee is, hereby given authority to make such loans and advances to Mortgagors upon their signed order or receipt and secured by the original obligation herein. (See footnote No. 2.) THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL LOANS OR ADVANCES IN ANY AMOUNT. The foregoing limitation upon the total amount of principal loans and advances shall not be considered as limiting the amount secured hereby if for accruing Interest or for any amount for any protective disbursement advanced, or that may be taxed as costs to protect the security for loan or loans made in accordance with the terms and provisions contained in this mortgage.