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Rec Amt \$32.00

Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

# Mortgage Agreement

Recorder's Cover Sheet

## TITLE OF DOCUMENT:

**Preparer Information:**

(name, address, phone number)

Linda Weaver  
803 Roundhouse Addition, Apt. 107  
McGregor, IA 52157  
(563) 880-5890

**Taxpayer Information:**

(name, address)

Patrick and Becky Hickson  
205 S. Washington Street  
Edgewood, IA 52042

**Return Address:**

(name, address)

*ew* Linda J. Weaver  
803 Roundhouse Addition, Apt. 107; McGregor, IA 52157

**Grantor(s):**

Linda J. Weaver FKA Dettbarn

**Grantee(s):**

Patrick and Becky Hickson

**Legal Description:**

(or page number location)

page 5

## **MORTGAGE AGREEMENT**

**THIS MORTGAGE AGREEMENT** (the "Mortgage") is made and entered on August 24, 2021 by and between Patrick M. Hickson and Becky M. Hickson, a married couple, of 205 S. Washington Street, Edgewood, Iowa 52042 (the "Mortgagor") and Linda J. Dettbarn, of 22820 258th Street, Elkader, Iowa 52043 (the "Mortgagee") which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$127,259.40 together with interest thereon of 2.0% computed on the outstanding balance of the total purchase price of \$127,259.40, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

**IN CONSIDERATION OF** the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with **MORTGAGE COVENANTS**, the following described property (the "Property") situated at 205 S. Washington Street, in the City of Edgewood, County of Delaware, in the State of Iowa, with the following legal description:

Please see the attached *Schedule A* for the legal description.

### **PAYMENT OF SUMS SECURED.**

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

### **WHEN THIS MORTGAGE BECOMES VOID.**

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

### **MORTGAGOR FURTHER COVENANTS AND AGREES THAT:**

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

- c. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.
- d. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- e. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- f. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- g. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- h. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

**Mortgagee Signature:**

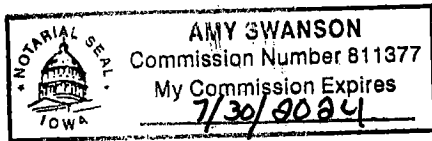
DATED: 8/24/21

Linda J. Dettbarn

Linda J. Dettbarn

STATE OF IOWA, COUNTY OF CLAYTON, ss:

On this 24 day of August, 2021, before me personally appeared Linda J. Dettbarn, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Amy Swanson  
Notary Public

CSR  
Title (and Rank)

My commission expires 7/30/2024

**Mortgagor Signatures:**

DATED: 8/24/2021

DATED: 8-24-2021



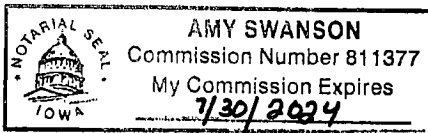
Becky M. Hickson

Patrick M. Hickson

Becky M. Hickson

STATE OF IOWA, COUNTY OF CLAYTON, ss:

On this 24 day of August, 2021, before me personally appeared Patrick M. Hickson and Becky M. Hickson, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Amy Swanson  
Notary Public

CSR  
Title (and Rank)

My commission expires 7/30/2024

LEGAL DESCRIPTION OF REAL PROPERTY  
**ABSTRACT OF TITLE**

PREPARED BY

**Delaware County Abstract Company**

MANCHESTER, IOWA

TO THE FOLLOWING DESCRIBED REAL ESTATE IN

**DELAWARE COUNTY, IOWA**

That part of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M. described as commencing at a point where the centerline of Jackson Street intersects the West line of Washington Street (formerly Delaware Street) in Gifford's Addition to Edgewood, Iowa, and running thence West eight (8) rods, thence North one hundred seven and one-half (107 $\frac{1}{2}$ ) feet, thence East eight (8) rods, thence South to the point of beginning; also the South eleven (11) feet of that part of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section Two (2), described as commencing at a point one hundred seven and one half (107 $\frac{1}{2}$ ) feet North of the intersection of the center line of Jackson Street with the West line of Delaware Street, now Washington Street, in Gifford's Addition to Edgewood, Iowa, and running thence West eight (8) rods, thence North sixty four (64) feet, thence East eight (8) rods, thence South sixty four (64) feet to the point of beginning.

*As shown by the official records of said County, subject to legal highways.  
 All instruments abstracted are in form properly acknowledged unless the  
 contrary is stated.*

*Names of grantors shown at beginning of Entry are taken from  
 signatures, and any deviation therefrom appearing in body of instrument or  
 acknowledgment is noted in abstract entry.*

*"The Only Tract Indices for This County"*