

Recorded: 6/10/2024 at 8:02:46.0 AM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$15.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2024 PG: 1253

**Return To & Taxpayer:** Mahlon J. & Fannie I. Borntreger, 2502 220<sup>th</sup> Avenue, Delhi, IA 52223  
**Preparer:** Michael J. Schuster, 318 South River Park Drive, PO Box 609, Guttenberg, IA 52052, Phone:  
563-252-1733

**PURCHASE MONEY  
REAL ESTATE MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:**

That Mahlon J. & Fannie I. Borntreger, husband and wife as joint tenants with full rights of survivorship and not as tenants in common, of Delaware County, Iowa (Mortgagors) in consideration of the sum of Six Hundred Fifty Thousand and 0/100 Dollars (\$650,000.00), does hereby sell and convey unto Edna I. Borntreger (Mortgagee), the following described premises, situated in the County of Delaware, State of Iowa:

Parcel 2014-75, part of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ), and part of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ), in Section Nineteen (19), Township Eighty-Eight North (88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa.

This is a purchase-money mortgage.

The intention being to convey hereby an absolute title in fee simple, including all the rights to homestead, TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereto belonging, together with all the rents, issues, profits and increase of said premises, to the said Edna I. Borntreger and to her heirs, successors and assigns forever. And the said Mahlon J. & Fannie I. Borntreger, for themselves and their heirs, executors and administrators, hereby covenant that they are well and truly seized of a good and perfect title to the premises above conveyed in the law, in fee simple, and that the title so conveyed is clear, free and unencumbered and that they will forever warrant and defend the title against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said Mahlon J. & Fannie I. Borntreger, their heirs, successors, grantees, administrators, or assigns, shall pay or cause to be paid to the said Edna I. Borntreger, her heirs, successors or assigns, the total sum of Six Hundred Fifty Thousand and 0/100 Dollars (\$650,000.00)

which Mahlon J. & Fannie I. Borntreger, expressly covenant and agree to pay, with interest thereon at the rate of three percent (3.0%) per annum, until maturity, until the same is fully paid, according to the tenor and effect of the Purchase Money Promissory Note of the said Mahlon J. & Fannie I. Borntreger, bearing even date with these presents, then these presents shall be void, otherwise to be and remain in full force and effect.

In the case of default by Mortgagors, Mortgagee may, at her option after such notice as may be required by law, declare immediately due and payable all obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable without further notice or demand. Mortgagee may, and is hereby authorized and empowered to, foreclose this Mortgage in accordance with the law of the State of Iowa and at any time after the commencement of an action in foreclosure, or during the period of redemption, the Court having jurisdiction of the case shall, at the request of Mortgagee, appoint a receiver.

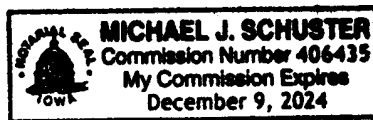
The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

Mahlon Borntreger 6-4-24      Fannie I. Borntreger 6-4-24  
Mahlon J. Borntreger, Mortgagors Date      Fannie I. Borntreger, Mortgagors Date

STATE OF IOWA, COUNTY OF CLAYTON:

This record was acknowledged before me on June 4, 2024 by Mahlon J. & Fannie I. Borntreger, husband and wife as joint tenants with full rights of survivorship and not as tenants in common.



[Signature]  
Signature of Notary Public

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

Mahlon Borntreger 6-4-24      Fannie I. Borntreger 6-4-24  
Mahlon J. Borntreger, Mortgagors Date      Fannie I. Borntreger, Mortgagors Date