

Madison County, Iowa

Book 74

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year last above written.

Scott C. Johnson.
Notary Public

Edgar Harrell & Julia Etta Harrell)
to
Central Trust Company of Des Moines) Mtg.

Filed for record the 15 day of July A.D.
1921 at 1.55 o'clock P.M.
Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 1392 ✓

For the consideration of Fifteen Thousand Dollars Edgar Harrell and Julia Etta Harrell, husband and wife, of Madison County, Iowa, first party, hereby convey to the Central Trust Company of Des Moines, of Polk County, Iowa, second party, the following real estate situated in Madison County, Iowa, described as follows, to-wit:

East half ($E\frac{1}{2}$) of Northeast quarter ($NE\frac{1}{4}$) and Northwest quarter ($NW\frac{1}{4}$) of Northeast quarter ($NE\frac{1}{4}$) and Northeast quarter ($NE\frac{1}{4}$) of Northwest quarter ($NW\frac{1}{4}$) of Section Thirty (30) and Southeast quarter ($SE\frac{1}{4}$) of Southeast quarter ($SE\frac{1}{4}$) of Section Nineteen (19), all in Township Seventy five (75), Range Twenty seven (27), containing 200 acres more or less.

The said first party hereby warrants the title against all persons whomsoever.

To be void upon condition that said Edgar Harrell and Julia Etta Harrell pay said second party or assigns; Fifteen thousand dollars on the first day of July, 1926, with interest thereon from July 1, 1921 at the rate of $6\frac{1}{2}$ per cent per annum, payable semi-annually on the first days of January and July in each year, according to the tenor of one note with interest coupons attached, of even date here-with with interest thereon at the rate of eight per cent per annum after maturity, payable semi-annually at the office of the Central Trust Company of Des Moines, at Des Moines, Iowa.

If said first part shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party hereby pledges all the rents, issues, profits and income of the mortgaged premises to the payment of the debt secured hereby. Said mortgagors further agree to pay all taxes and assessments that may be levied upon said premises or upon this mortgage and note or upon the holder thereof, before the same shall become delinquent. Upon violation of this agreement of the passage by the State of any law imposing the payment of the whole or any

The Business Life & Company of America
74 115

or Release of said mortgage
Page 35
78 Page 35
Mortgage Record

Mortgage Record, No. 74,

portion of any of the taxes or assessments aforesaid upon the mortgagee, the debt hereby secured shall at the option of the mortgagee become immediately due and collectible; due shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than \$--- delivering all policies and renewal receipts to said second party, and in case the taxes are not so paid, or the insurance so kept in force by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended, and this mortgage, shall stand security therefor, and said first party shall pay, in case of suit, a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectible, if said second party or assigns do elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt ^{hereby} secured or any part thereof, or to foreclose this mortgage, and said second party or assigns may take possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of the said second party or assigns at any time ~~after default~~ of the first party as to any of the provisions hereof ~~either~~ independently or in connection with foreclosure, and if in connection with such foreclosure may be appointed at the commencement of the suit, or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

All money paid by said ^{second} party or assigns for insurance, taxes, abstract, or to protect the lien of this mortgage, shall bear interest at the rate of eight per cent per annum, payable semi-annually, and be a lien ^{on said land} under this mortgage.

Dated this 11th day of July, 1921.

Edgar Harrell
Julia Etta Harrell

State of Iowa Madison County SS: On this 13 day of July 1921, before me personally appeared Edgar Harrell and Julia Etta Harrell, husband and wife, to me known to be the persons named in and who executed the foregoing mortgage and acknowledged that they executed the same as their voluntary act and deed.

L.M. Delaplain
Notary Public in and for said County.