

Madison County, Iowa

Book 74

Joe Eversull )  
to Mtg.  
J.P.Fox, Trustee)

Filed for record the 24 day of August A.D.1921 at 10 o'clock  
A.M.

Nettie E. Winship, Recorder  
Winifred Whedon, Deputy  
Fee \$.80 # 1578

For Release of unrecorded Mortgages see  
Mortgage Record 74 Page 536  
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KNOW ALL MEN BY THESE PRESENTS: That Joe Eversull and Edna L.Eversull his wife of Adair County, and State of Iowa in consideration of the sum of Twenty Seven Thousand Dollars, in hand paid by J.P.Fox, Trustee of Guthrie County, and State of Iowa do hereby Sell and Convey unto the said J.P.Fox, Trustee the following described premises situated in the County of Adair and Madison and State of Iowa to-wit:

S.E. 1/4 Sec.15 Twp 77 Range 30 Adair Co and S 1/2 Sec 17- Twp 77-Range 29 and S.W. Fr 1/2 of Sec. 30 Twp 77 Range 29 and W 1/2 of SE 1/4 of Sec 30 Twp 77-Range 29 in Madison County, It is understood this mortgage is a Junior lien to Mortgages now a Lien on the above premises aggregating \$24500.00 on Land in Adair Co and \$71500.00 on Land in Madison Co. It is also understood this mortgage stands with equal rights with a mortgage on same premises, executed this date in favor of S.P.Barnett in the amount of \$5000.00

And we hereby covenant with the said J.P.Fox Trustee that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever except as above stated; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Edna L.Eversull hereby relinquishes her right of dower in and to the above described premises;

Provided, always and these presents are upon this express condition, that if the said Joe Eversull and Edna L.Eversull heirs, executors or administrators shall pay or cause to be paid to the said J.P.Fox Trustee executors and administrators or assigns, the sum of Twenty Seven Thousand Dollars, on the 1st day of March 1923 with interest thereon at 8% per annum according to the tenor and effect of the One promissory note of said Joe Eversull & Edna L.Eversull payable to J.P.Fox Trustee bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Joe Eversull and Edna L.Eversull shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party, only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the courts shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Joe Eversull and Edna L. Eversull allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they

fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in 30 days thereafter, and the mortgagee their

## Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Joe Eversull & Edna L. Eversull in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for the collecting the same, which fee shall be included in judgment in such foreclosure case. Signed this 21 day of August, 1921.

Joe Eversull  
Edna L. Eversull

State of Iowa Guthrie County SS: On this 21 day of August A.D., 1921, before me personally appeared Joe Eversull & Edna L. Eversull his wife to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL  
SEAL

Ed L. Nolte  
Notary Public in and for said County.

For Release of Unrecorded Mortgage