

Frank Phillips)
to Mtg.
C.S. Wilson)

Filed for record the 24th day of March A.D. 1921 at 2.10 o'clock P.M.

Nettie E. Winship, Recorder
Fee \$1.00 # 797

THIS MORTGAGE, Made the 8th day of March, 1921, by and between Frank Phillips, unmarried, of Madison County and State of Iowa, hereinafter called the mortgagors, and C.S. Wilson, of Winter-
set, Iowa, hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Nineteen Thousand Seven hundred Ninety and no/100 (\$ 19,790.00) Dollars paid by the mortgagee, do hereby convey to the mortgagee, its successors and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

Southeast Quarter of the Southeast Quarter of Section 12 (excepting therefrom 3 acres more or less, being that portion thereof lying East of the main channel of Middle River), containing 37 acres, more or less; also the East Half of the Northeast Quarter of Section 13 (excepting therefrom all that part thereof lying and being South of the center of the main channel of Middle River which runs through said land), all in Township 75 North, of Range 29, West of the 5th P.M. Madison County, Iowa; also 36.17 acres, more or less, in the Northwest part of the Fractional Northwest Quarter of Section 18 described as follows, to-wit: Commencing at the Northwest corner of said Section 18, running thence South 30

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 29th day of March 1921
Ernest Wilson
Witnessed by Gladys B. Bellault Recorder

Book 74

chains to a point in the Middle of Middle River where the section Line crosses said River, thence easterly and northeasterly along the middle of said River 37 chains and 44 links to where the North line of said Section 18 crosses said River, thence West along the North line of said Section 12 chains and 43 links to the Place of Beginning, containing, in all 101.17 acres, more or less; also, 9.23 acres in the Southwest Quarter of the Southwest Fractional Quarter of Section 7 described as follows; to-wit:-

Commencing at the Southwest corner of said Section 7, running thence North 815 feet to the center of the old channel of Middle River as shown by a survey of record on page 71 of Land Plat Record 1, in the Office of the Recorder of Madison County, Iowa, thence South 73° 8' East 224.7 feet, thence South 46° 40' East 258.7 feet, thence South 37° 25' East 419 feet, thence South 24° 7' East 262.4 feet to the South line of Said Section 7, thence West 765 feet to the Place of Beginning, containing in the aggregate 147.40 acres (and excepting from above described land the right of way deed to C.R.I. & P.R.R. Company for right of way all in Township 75, Range 28, West of 5th P.M. Iowa, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, or however else, are hereby conveyed. To be void upon the following conditions;

First; That the mortgagors, their heirs or assigns, shall pay to the mortgagee or assigns, the sum of Nineteen Thousand Seven Hundred Ninety and 00/100 (\$19,790.00) Dollars, on 1st day of March, A.D. 1931,

This mortgage is made junior and inferior to a first mortgage of \$10,000.00 to Bankers Life Company, of Des Moines, Iowa, with interest thereon according to the tenor and effect of the one certain promissory note of the said Frank Phillips, dated March 8th, 1921, and all such other sums of money as may at any time be owing to the said mortgagee, according to the terms of such indebtedness, or of the conditions of this mortgage, all payable at the office of Security Loan and Title Company, at Winterset, Iowa.

Second: That the mortgagors shall keep the buildings on said premises insured in some responsible company or companies, satisfactory to mortgagee, for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies or renewal receipts to the mortgagee.

Third; That the mortgagors shall pay when due, all prior liens on said premises; if any, and shall promptly pay all interest thereon, and strictly comply with all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises, before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens, or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments and shall be secured hereby, and should the mortgagee become involved in litigation, in maintaining the security created by this mortgage, or its priority, or validity, or any rights or interest hereunder, then this mortgage, shall secure the repayment and recovery of all money, costs, expenses or advancements hereunder or made necessary there by, including reasonable attorney's fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with interest at eight per cent per annum, thereon, from the date of any such payments.

And it is further expressly agreed that a failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of any and all interest when due, shall at the mortgagee's option, cause the whole and all sums hereby

Madison County, Iowa

BOOK 74

secured, to become due and collectible forthwith with out notice of demand, and mortgagee or assigns shall have from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien upon all crops thereafter raised grown, or then maturing, on said real estate, and all rents and profits thereafter accruing thereon, and the mortgagee shall be, and hereby is, authorized to take immediate possession of all of said property, and to rent the same, and shall be held liable to the mortgagors only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise; As auxiliary to and in aid of foreclosure, the holder of this mortgage may at his option at any time during the pendency of the foreclosure proceedings have a receiver appointed by the court having jurisdiction of such foreclosure or in vacation by the judge of said court, to take possession of said mortgaged premises and rent the same and apply the proceeds under the direction of the court to the discharge and payment of the costs of such receivership, foreclosure, and mortgage debt.

And in the event suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner.

In Witness Whereof, signed by the mortgagors, the day and year first herein written.

Frank Phillips

State of Iowa, Madison County SS: On this 8th day of March A.D. 1921, before me, the undersigned, a Notary Public, within and for said county, personally appeared Frank Phillips, unmarried, to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed.

Witness my hand and Official Seal, the day and year last above written,

Harry F. Anderson
Notary Public Madison County, Iowa.

Filed for record the 25th day of March A.D. 1921