

Madison County, Iowa

Book 74

Truro Light & Power Co)
to Mtg.
J.F.Roby)

Filed for record the 11th day of April A.D. 1921 at
2.28 o'clock P.M.

Nettie E. Winship, Recorder
Fee \$2.45 # 931.

For Release of amended Mortgage see
of Mr. Smith 11
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This Mortgage, Made the 11th day of April A.D. 1921, by and between Truro Light & Power Company, a co-partnership of Madison County, and State of Iowa, hereinafter called the mortgagors, and J.F. Roby, of Madison County and State of Iowa, hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Two Thousand Eighty four & 33/100 (\$2084.33) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following described property situated in the Counties of Clarke and Madison, State of Iowa, to-wit:

That certain transmission line for distribution and for sale of electric current for light and power owned by Truro Light & Power Company, of Truro, Iowa, now, built, maintained or operated in Clarke and Madison Counties, Iowa, the southern end of said line being at or near the Southeast corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Eleven (11) in Township Seventy two (72) North, of Range Twenty six (26) West of the 5th P.M. (where it connects with a transmission line of Southern Iowa Electric Company, of Osceola Iowa) said line extending in a general northerly direction to the town of Truro, Iowa, and thence in a general westerly direction to the town of East Peru, Iowa, the exact location of said transmission line being more particularly hereinafter described, and being the only transmission line now erected and existing from the Southeast corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Eleven (11) in Township Seventy two (72) North, of Range Twenty six (26) West of the 5th P.M. to the town of Truro, Iowa, and from the town of Truro, Iowa to the town of East Peru, Iowa, including all the property both real and personal, and all wire, poles, transformers, meters, cross-arms, insulators, cables, tools, vehicles, materials and repairs together with all accounts, notes and credits and all franchises, rights, privileges and immunities owned, kept or used in or about a certain transmission line owned, maintained, kept or operated by the Truro Light & Power Company, of Truro, Iowa, and located as follows. Commencing at a point in the West margin of the North and South highway at the corner common to Sections 15, 16, 21 and 22 in Township 74 North, Range 26 West of the 5th P.M. thence South in the West margin of the highway which bounds on the East Sections 21 and 28 and approximately the Northeast Quarter of the Northeast Quarter of Section 33, continuing thence South a distance of about one-half mile where the highway is located in the westerly portion of Section 34, continuing thence South a distance of about one-quarter mile in the highway bounding on the East approximately the Southeast Quarter of the Southeast Quarter (1/4) of Section 33 to the boundary line between Madison and Clarke counties, approximately three miles in length in Township 74 North, Range 26 West of the 5th P.M., continuing on the West margin of the highway extending in a Southeasterly, Southerly and Westerly direction in the westerly portion of the Northwest Quarter of Section 3, Township 73 North, Range 26 West of the 5th P.M. thence in a general Southerly direction in the West margin of the above described road to a point approximately one-eighth of a mile North of the highway along the East and West center line of the Section described last above; continuing thence South in the West margin of the North and South highway bounding on the East Section Four for a distance of Approximately five-eighths miles, Section 9 and the North one half of Section 16; continuing thence East in the South margin of the highway bounding on the North the Southwest Quarter of Section 15; continuing thence South in the East margin of the highway bounding on the East the Southwest Quarter of said Section Fifteen (15), the West one-half of Sections 22, 27 and 34, except where said highway follows a Southeasterly, Southwesterly and Southeasterly direction near the center of Section 27; continuing thence South in the West margin of the highway which

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bounds on the East the West one-half of Section 3 of Township 72 North, Range Twenty six (26) West of the 5th P.M. to a point on the South margin of the highway which bounds on the North Section 10 of Township 72 North, Range 26 West of the 5th P.M. thence East in the South margin of the highway which bounds on the North said Section 10 and Section 11 for a distance of approximately three-fourths of a mile to the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 11, thence South in the East margin of the highway a distance of approximately one mile to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 11, at which point said line connects with an existing transmission line belonging to the Southern Iowa Electric Company, of Osceola, Iowa; also all such property kept or located in the town of East Peru, Iowa and in the town of Truro, Iowa, and also, beginning at a point near the intersection of the highway which extends in a westerly and northerly direction through the Northwest Quarter of Section 16, Township 72 North, Range 26 West of the 5th P.M. with the West corporate limits of the town of Truro, Iowa and following said highway in the North and East margins thereof until it intersects the North boundary line of said Section 16 near the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 16, thence West in the North margin of the East and West highway which bounds on the South the Southwest Quarter of the Southwest Quarter of Section Nine and all of sections 8 and 7, said Township and Range, to the North and South highway which extends through the East Half of the Southwest Quarter of said Section 7; thence North on said highway in the West margin thereof to the East and West highway through the center of said Section 7; thence West in the South margin of said East and West highway through Section 7, Township Seventy Four North, Range 26 and Section 12, Township 74 North, Range 27 West of the 5th P.M. to the corporate limits of the town of East Peru, Iowa, with all the appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever. All contingent right, however known or called, are hereby conveyed. To be void upon the following conditions;

First; That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of Two Thousand Eighty-four & 33/100 (\$2084.33) Dollars, on the 11th day of April A.D. 1924, with interest according to the tenor and effect of the one promissory note of said mortgagors; principal and interest payable at the office of Jno. A. Guier Winterset, Iowa.

Second; That the mortgagors shall keep the buildings and all property covered hereby insured in some responsible insurance company or companies, satisfactory to the mortgagee, for the use and security of the mortgagee, in a sum not less than their insurable value, and deliver to the mortgagee the policies and renewal receipts.

Third; That mortgagors shall pay when due, and before delinquent, all taxes which are, or become, a lien on said property; if mortgagors shall fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured, to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon from the date of such payments.

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 interest when due, shall at the mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

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And the mortgagors hereby pledge the rents and profits and issues of said property for the payment of said principal sum, interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of and operate said property, and collect and receive the rents, issues and profits and apply the same to the payment of said debt under the order of the court or of a judge thereof; and this stipulation for the appointment of a receiver shall apply without proof or any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said property, or any part thereof, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any other than mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage mortgagee's reasonable and statutory attorney's fees are to be considered as 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.

State of Iowa,
Madison County SS:

Truro Light & Power Co.
W.E.Roby
R.R.Roby

State of Iowa SS: On this 11th day of April A.D. 1921, before me personally appeared W.E. Roby and R.R. Roby sole and only members of the firm or co-partnership of Truro Light & Power Company, of Truro, Iowa, the said W.E. Roby and R.R. Roby to me personally known, who, being by me duly sworn, did say that they are the sole and only members of the co-partnership known as Truro Light & Power Company, of Truro, Iowa, and that said instrument was signed and sealed in behalf of said Co-partnership, and said W.E. Roby and R.R. Roby acknowledged said instrument to be the voluntary act and deed of said co-partnership, and that said co-partnership or association has no corporate seal, and the said W.E. Roby and R.R. Roby to me known to be the persons named in and who executed the foregoing instrument, acknowledged that they executed the same as their voluntary act and deed.

W.T. Guiher
Notary Public in and for said County

the 11th day of April A.D. 1921