

Madison County, Iowa

Book 74

Geo. W. Shade, Admr.)
to)
Oliver James) Mtg.

Filed for re-record the 6th day of May A.D. 1922 at
4 o'clock P.M.

Nettie E. Winship, Recorder
Fee \$1.20 # 1142 ✓

THIS MORTGAGE, Made the 1st day of March 1920, by and between George W. Shade, Administrator of the estate of Calvin A. Shade, deceased, of Madison County, and state of Iowa, hereinafter called the mortgagors, and Oliver James hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Three Thousand (\$3,000.00) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The South East Quarter of Section Eighteen (18), and the North Half of the North East Quarter of Section Nineteen (19), all in Township Seventy-six (76) North, of Range Twenty-seven (27) West of 5th P.M.,

This mortgage is subject to a mortgage of Thirty-five Thousand (\$35,000.00) Dollars to S.B. Johnson, due March 1st, 1930, bearing interest at 5% payable annually.

This mortgage is executed, in pursuance of an order of the District Court of Iowa, in and for Madison county, of date December 12th, 1919, and entered of record on Pg. 389 of Record X of the Records of said Court.

containing in all 240 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interest known as Dower, or however else, 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 Three Thousand (\$3,000.00) Dollars, on the 1st day of March A.D. 1925, evidenced by one promissory note bearing interest at 5½% per annum payable annually, given for the unpaid purchase price of said land of the said George W. Shade Administrator of the estate of Calvin A. Shade, deceased, dated March 1st, A.D. 1920, 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.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the 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 and 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 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 thereby made necessary, including reasonable attorney fees incident thereto; and any 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 eight per cent per annum thereon from the date of any 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 any and all interest when due, shall at the mort-

Re-recorded from Mtg record of 71 page 431 to correct description of land
16th day of March 1925
Witness by
Oliver James
Nettie E. Winship
Recorder
Madison County, Iowa

Mortgage Record, No. 74,

gagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real 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 said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead and without proof of 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 premises, 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 one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in event a 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.

Description of land corrected May 6th, 1922
to correspond with Order of Court, above
mentioned.

Geo W. Shade, Administrator of
the Estate of Calvin A. Shade,
deceased.

Geo. W. Shade Admr.

STATE OF IOWA MADISON COUNTY SS: On this 2nd day of March A.D. 1920, before the undersigned, a Notary Public in and for said county, came George W. Shade, Administrator of the estate of Calvin A. Shade, deceased, to me personally known to be the identical person whose name is subscribed to the foregoing mortgage as maker thereof, and to be such administrator, and acknowledged the execution of the same to be his voluntary act and deed, as such administrator.

WITNESS my hand and Notarial Seal the day and year last above written.

W. T. Guiher,
Notary Public in and for Madison County, Iowa.

STATE OF IOWA MADISON COUNTY SS: On the 6th day of May, A.D. 1922, before the undersigned a Notary Public in and for said county, came George W. Shade, Administrator of the Estate of Calvin A. Shade, deceased, to me personally known to be the identical person whose name is subscribed to the foregoing mortgage as maker thereof, and to be such administrator, and acknowledged the execution of the same to be his voluntary act and deed as such administrator.

Witnesseth my hand and Notarial Seal the day and year last above written.

W. T. Guiher
Notary Public in and for Madison County, Iowa.