

Madison County, Iowa

Book 74

to the Sheriff with the other money interest and costs.

J.M.Owen and wife)
to Mtg. Filed for record the 13th day of September, A.D. 1922 at
Home Loan & Investment Co) 8.35 o'clock A.M.
Nettie E. Winship, Recorder
Fee \$1.10 # 1765 ✓

KNOW ALL MEN BY THESE PRESENTS: That we, J.M.Owen and Jennie M.Owen his wife of the County of Polk, and State of Iowa, mortgagors, in consideration of the sum of One Thousand Dollars, in hand paid by HOME LOAN & INVESTMENT COMPANY, of Polk County, and State of Iowa, mortgagee, the receipt of which is hereby acknowledged do hereby assign, transfer, grant, sell and convey unto the mortgagee, its heirs, successors and assigns, in fee simple absolutely forever, the real estate situated in Madison County, Iowa, described as follows, to-wit:

The East half of the North-east quarter of Section Ten (10) and the South-west quarter of the South west Quarter of Section (2) Two, Township Seventy-seven (77) Range Twenty six (26) Madison County Iowa,

Subject to a prior mortgage of \$6500.00 to Security Loan and Investment Co. and the right of possession of said real estate and all rents, issues and profits which may arise or be had therefrom, subject only to the following liens and encumbrances TO HAVE AND TO HOLD the above described premises and the possession thereof and all of the appurtenances and easements now or hereafter thereunto belonging and the rents, issues and profits aforesaid unto the mortgagee, its heirs, successors and assigns forever.

The mortgagors, both husband and wife, severally, expressly warrant the title to said premises against the lawful claims of all persons whomsoever and that the same are free and clear of all liens and encumbrances except those hereinbefore mentioned and each of them hereby relinquishes, releases, and conveys all right of homestead and dower or statutory thirds in and to the said premises.

PROVIDED, However, that if the mortgagors shall pay the mortgagee, its successors or assigns, the sum of One Thousand Dollars, on the 9th day of September A.D. 1923, with interest at the rate of 7 per centum per annum payable semi-annually according to the tenor and effect of one or more promissory note or notes of the mortgagors bearing even date herewith and other sums hereinafter mentioned payable at the office of the HOME LOAN & INVESTMENT COMPANY at Des Moines, Iowa, in gold coin of the United States of America of the present standard of weight and fineness or its equivalent, with New York exchange, and shall keep and perform all and singular the covenants and agreements hereinafter contained to be by said mortgagors, kept and performed, then these presents to be void, otherwise to remain in full force and effect.

The covenants and agreements to be kept and performed are as follows:

The mortgagors shall not commit waste of said premises, nor allow the same to depreciate in value by any act or neglect, and it is agreed that all heating, lighting and plumbing apparatus, attachments or devices now or hereafter attached or installed are a part of the realty.

Mortgage Record, No. 74,

THE MORTGAGORS SHALL PAY ALL TAXES, ASSESSMENTS, PUBLIC RATES, GOVERNMENTAL CHARGES, PRIOR ENCUMBRANCES AGAINST SAID PREMISES AND THE INTEREST THEREON, AND ALL OTHER SUMS WHICH MAY BECOME A LIEN ON SAID PREMISES, NOW DUE OR WHICH MAY BECOME DUE BEFORE THE SAME BECOME DELINQUENT; SHALL KEEP THE BUILDINGS ON SAID PREMISES INSURED IN SOME RESPONSIBLE COMPANY OR COMPANIES, WHICH MORTGAGEE MAY AT ITS OPTION DESIGNATE, FOR THE BENEFIT OF THE MORTGAGEE IN THE SUM OF NOT LESS THAN ONE THOUSAND DOLLARS, AND SHALL DELIVER THE INSURANCE POLICIES AND ALL RENEWAL RECEIPTS TO MORTGAGEE; SHOULD MORTGAGORS NEGLECT TO PAY SAID TAXES, ASSESSMENTS, PUBLIC RATES, GOVERNMENTAL CHARGES, PRIOR ENCUMBRANCES AND THE INTEREST THEREON AND ALL OTHER SUMS WHICH MAY BECOME A LIEN ON SAID PREMISES, OR TO EFFECT AND MAINTAIN SAID INSURANCE, THE MORTGAGEE MAY DO SO AND RECOVER THE AMOUNT PAID THEREFOR WITH INTEREST AT EIGHT PER CENTUM PER ANNUM PAYABLE SEMI-ANNUALLY, AND THIS MORTGAGE SHALL STAND AS SECURITY THEREFOR, OR AT ITS OPTION MORTGAGEE MAY BRING SEPARATE SUITS ON EACH CLAIM APART FROM THIS MORTGAGE, BEING SUBROGATED TO ALL THE RIGHTS OF THE PARTY PAID.

MORTGAGORS AGREE TO PAY TOGETHER WITH EIGHT PER CENT INTEREST PAYABLE SEMI-ANNUALLY ANY SUM ^{OF MONEY} WHICH MORTGAGORS JOINTLY OR SEVERALLY MAY NOW OR HEREAFTER OWE MORTGAGEE DURING THE LIFE OF THIS MORTGAGE BY REASON OF ANY CLAIM, DEBT, DEMAND, ACCRUED OR CONTINGENT LIABILITY EVIDENCE OF INDEBTEDNESS OR RIGHT OF ACTION, THAT MORTGAGEE SHALL HAVE AGAINST MORTGAGORS JOINTLY OR SEVERALLY, FROM WHATEVER SOURCE OR IN WHATEVER MANNER ARISING WHETHER ORIGINALLY RUNNING TO MORTGAGEE OR TRANSFERRED TO MORTGAGEE, NOT EXCEEDING FIVE THOUSAND DOLLARS IN AMOUNT, AND THIS MORTGAGE UNTIL DISCHARGED SHALL BE A CONTINUING SECURITY FOR THE PAYMENT OF ANY SUCH SUM OR SUMS.

SHOULD SAID MORTGAGORS AT ANY TIME FAIL TO PAY ANY PART OF THE PRINCIPAL OR INTEREST AFORESAID WHEN DUE, OR FAIL TO PERFORM ALL AND SINGULAR THE COVENANTS AND AGREEMENTS HEREIN MENTIONED, THE WHOLE SUM OF MONEY HEREBY SECURED SHALL BECOME DUE AND COLLECTIBLE AT ONCE, AT THE OPTION OF THE MORTGAGEE, AND THIS MORTGAGE MAY THEREUPON BE FORECLOSED FOR THE WHOLE OF SAID MONEY, INTEREST AND COSTS, WITHOUT FURTHER NOTICE. MORTGAGORS AGREE TO PAY A REASONABLE ATTORNEY'S FEE IF AN ACTION TO FORECLOSE THIS MORTGAGE IS BEGUN. MORTGAGORS AGREE TO PAY THE RECORDING FEES OF THIS MORTGAGE AND THE COST OF AN ABSTRACT OF TITLE TO SAID PREMISES, AND THIS MORTGAGE SHALL STAND AS SECURITY THEREFOR IF MORTGAGEE PAYS THE SAME. SHOULD MORTGAGEE BECOME INVOLVED IN LITIGATION BY REASON HEREOF ALL THE EXPENSE OF SUCH LITIGATION INCLUDING A REASONABLE AMOUNT FOR ATTORNEY'S FEE SHALL BE PAID BY MORTGAGORS AND THIS MORTGAGE SHALL STAND AS SECURITY THEREFOR. IT IS FURTHER AGREED AND STIPULATED THAT IN CASE OF A FORECLOSURE OF THIS MORTGAGE, MORTGAGEE SHALL BE ENTITLED TO THE IMMEDIATE POSSESSION OF SAID PREMISES AS AGAINST THE MORTGAGORS AND ALL OTHER PERSONS WHOMSOEVER, OR AT THE OPTION OF THE MORTGAGEE, ITS SUCCESSORS OR ASSIGNS, ON FILING THE PETITION FOR SUCH FORECLOSURE AND AT ALL TIMES THEREAFTER EITHER BEFORE OR AFTER DECREE OF FORECLOSURE, MORTGAGEE, ITS SUCCESSORS OR ASSIGNS SHALL BE ENTITLED AS A MATTER OF RIGHT AS AGAINST THE MORTGAGORS AND ALL OTHER PERSONS WHOMSOEVER AND WITHOUT REGARD TO THE VALUE OF THE PROPERTY ABOVE DESCRIBED OR THE SOLVENCY OR INSOLVENCY OF THE MORTGAGORS OR ANY OWNER OF SAID PREMISES AND WITHOUT NOTICE TO THE MORTGAGORS, HIS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, TO THE APPOINTMENT OF A RECEIVER TO TAKE CHARGE OF SAID PREMISES AT ONCE AND TO HOLD POSSESSION OF THE SAME UNTIL THE TIME OF REDEMPTION EXPIRES OR UNTIL THE DEBT IS FULLY PAID AND ALL RENTS, ISSUES AND PROFITS DERIVED FROM SAID PREMISES LESS THE COSTS AND EXPENSES OF RECEIVERSHIP SHALL BE APPLIED TO PAY THE DEBT SECURED HEREBY AND AT THE OPTION OF THE MORTGAGEE MAY BE APPLIED TO PAY TAXES, SPECIAL ASSESSMENTS, GOVERNMENTAL CHARGES, PRIOR LIENS OR ENCUMBRANCES ON SAID PREMISES AND THE INTEREST ACCRUING THEREON. THE TAKING OF POSSESSION SHALL IN NO MANNER PREVENT OR RETARD MORTGAGEE IN THE COLLECTION OF THE DEBT SECURED HEREBY BY FORECLOSURE OR OTHERWISE.

Dated September 9th, 1922.

Madison County, Iowa

Book 74

IN TESTIMONY WHEREOF, we have hereunto set our hands the day and year last above written.

J.M.Owen
Jennie M.Owen

STATE OF IOWA POLK COUNTY SS: BE IT REMEMBERED, That on the 11th day of Sept, A.D. 1922 before the undersigned, a Notary Public in and for said County, personally appeared J.M.Owen and Jennie M.Owen (Husband & wife) to me personally known to be the identical persons whose names are affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instrument and the execution thereof to be their voluntary act and deed.

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

NOTARIAL
SEAL

Fred L. Dickson
Notary Public in and for Polk County, Iowa.