

Mortgage Record No. 75, Madison County, Iowa

F.H.Emerson & wife) Filed for record the 14th day of July, A.D. 1923, at
to (Mtg. 1903 Fee \$1.10 11/18 o'clock A.M.
Security Loan & Title Co.) Olive M. Garrison, Recorder.
This Mortgage, Made the 14th day of July, 1923, by and between F.H.Emerson and Mae Emerson, (Husband and Wife) of Dallas County and State of Iowa, hereinafter called the mortgagors, and SECURITY LOAN AND TITLE COMPANY, of Winterset, Iowa, hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Twenty-three Hundred and no/100 (\$2300.00) 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:

The Southeast Quarter of the Northeast Quarter of Section 1, in Township 77 North, of Range 28, West of the 5th P.M. Madison County, Iowa; also, the following tracts situated in DALLAS County, Iowa, to-wit: Commencing at the Southeast corner of the Southwest Quarter of Section 36 in Township 78 North, of Range 28, West of the 5th P.M. running thence North 49.3 rods to the South line of a strip of land owned by the C.R.I. & P.R.R. Company, thence Southwest parallel with and 150 feet distant South from the center line of right of way of said railroad, 127.26 rods to a point where said line intersects the South line of said Southwest Quarter, thence East along said South line of said Southwest Quarter 120.9 rods to the Southeast corner of said Southwest Quarter to the Place of Beginning, containing 18.4 acres; also commencing at a point 120.9 rods West of the Southeast corner of said Southwest Quarter of Section 36, running thence West 15.8 rods to the right of way of said Railroad, thence Northeast along said right

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of way 14.85 rods, thence Southeast 6.06 rods to the Place of Beginning, containing 28/100 of an acre; also commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 36, running thence North 1.29 $\frac{1}{2}$ chains to the South line of the right of way of said Railroad, thence Southwest along the South line of said right of way to a point 4.34 chains West of said Southeast corner of said 40-acre tract, thence E.4.34 chains to the Place of Beginning, containing 42/100 of an acre; also, the Southeast Quarter of the Southeast Quarter of Section 36, containing 39.92 acres, and all that part of the Southwest Quarter of the Southeast Quarter of Section 36 lying South of the right of way of said Railroad, containing 34.98 acres; also commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 36, running thence North 1.29 $\frac{1}{2}$ chains to the right of way of said Railroad, thence Northeast along said right of way 9.89 chains, thence South 68 degrees East 4.95 chains, thence South 4 chains to the South line of the said 40-acre tract, thence West 13.25 chains to the Place of Beginning, containing 5.20 acres, all in Township 78 North containing in all 140 acres with all appurtenances thereto belonging, and the mortgagors warrant the title of Range 28, West of the 5th P.M. Dallas County, Iowa, 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 Twenty-three Hundred and no/100 (\$2300.00) Dollars on July 14, A.D.1925, with interest thereon according to the tenor and effect of the one certain promissory note of the said F.H.Emerson and Mae Emerson dated July 14, 1923, 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 interests hereunder, then this mortgage, shall secure the repayment and recovery of all money, costs, expenses or advancements hereunder or made necessary thereby, 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 secured, to become due and collectible forthwith without notice or 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

The mortgagee (a corporation) in the annexed mortgage, hereby releases this mortgage of record filed 30th of July 1925, and I, the executing officer, hereby certify that this release is executed by me of the Board of Directors of said corporation, and I am duly authorized to execute this release. Executed in my presence by Madison B. De Vault County Recorder by Paul Lucas, Deputy

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fits 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 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.

F.H.Emerson.
Mae Emerson.

State of Iowa, Madison County, ss.

On this 14th day of July, A.D. 1923, before me, the undersigned, a Notary Public, within and for said county, personally appeared F.H.Emerson and Mae Emerson (Husband and wife) to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed. WITNESS my hand and Official Seal, the day and year last above written.

W.O.Lucas,
Notary Public in and for Madison County, Iowa.

NOTARIAL
SEAL