

## Mortgage Record No. 75, Madison County, Iowa

Koch Brothers, Inc., Des Moines, Iowa 50319

The taking possession shall in no

For Release of amended Mortgage see  
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Herbert J. Berry & wife) Filed for record the 22nd day of January A.D., 1924, at  
 to (Mtg. #106 4/35 o'clock P.M.  
 George M. Van Evera & Co.) Fee \$1.10 ✓ Olive Garrison Crawford, Recorder.  
 For the Consideration of One Dollars, Herbert J. Berry and Florence M. Berry, husband and  
 wife, of Madison County, State of Iowa, first party, hereby convey to George M. Van Evera  
 & Company of Des Moines, Iowa, second party, the following real estate situated in Mad-  
 son County, Iowa, described as follows, to-wit: The Northeast Quarter of the Northwest  
 Quarter of Section Thirty-two (32), Township Seventy-four (74) North, Range Twenty-  
 eight (28) West Fifth P.M., containing 40 acres more or less, according to Government  
 survey, and all the rents, issues and profits which may arise or be had therefrom, to-  
 gether with the right of possession thereof,

The said first party hereby warrant the title thereto against all persons whomsoever,  
 and hereby expressly waive the platting and recording of homestead in case of foreclos-  
 ure and sale hereunder, and agree that said premises may be sold in one tract at such  
 foreclosure sale. PROVIDED, NEVERTHELESS, That if the said grantors, their heirs, or  
 assigns, shall pay to the said grantee, its successors or assigns, the sum of One Dollars  
 according to the terms of one promissory note of even date herewith, executed by the  
 said grantors, and payable to the said grantee at Des Moines, Iowa, and shall repay to  
 said grantee, its successors or assigns, at the times and with interest as hereinafter  
 specified, all sums advanced in payment of taxes on said premises, insurance premiums  
 covering buildings thereon, interest or principal on any prior liens, and shall keep  
 and perform all the covenants and agreements herein contained, then this mortgage to be  
 null and void.

This mortgage is junior to a mortgage of \$3000.00 dated January  
 21, 1924, executed by said first party to The Union Central Life Insurance Company; and  
 failure to pay interest or principal on the prior mortgage, or mortgages, or taxes or  
 assessments against said described real estate when due shall cause this mortgage to  
 become due at once at the election of the said second party. It is expressly agreed  
 that in case the second party shall pay any portion of the interest or principal of the  
 prior mortgage or mortgages, or the taxes or insurance, on said premises, such payments  
 shall become a part of the mortgage debt hereby secured and shall bear interest at the  
 rate of eight per cent per annum payable annually, and in the event of foreclosure here-  
 of, the same shall be included in decree the same as though the amount thereof had been  
 specifically named in this mortgage at the time of its execution. And if second party  
 elects to do so, it may, because of the failure to pay said prior mortgage, or mortgages,  
 or the interest thereon and the taxes and insurance when due, declare the entire indebt-  
 edness hereby secured due and proceed forthwith to foreclose this mortgage. The note  
 secured hereby cannot be paid before maturity except that the mortgagor has a right to  
 pay the same when or at the time he pays the prior mortgages on said described real es-  
 tate.

Said first party shall not suffer waste; shall pay all taxes and as-  
 sessments upon said property or on this mortgage or the debt secured hereby to whomso-  
 ever laid or assessed, and including personal taxes, before delinquent; shall keep  
 buildings thereon insured to the satisfaction of said prior mortgage holders for at  
 least two thirds of their value, delivering all policies and renewal receipts to said

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FOGH BROTHERS, INC., DES MOINES 17335

prior mortgage holders; and shall pay, in case of suit, all reasonable attorney's fees and expense of continuation of abstract, and all expenses and attorneys' fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage. A failure to comply with any one of the agreements hereof causes the whole debt at once to become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage, and said second party or assigns may take immediate possession of said land and of the crops matured or growing thereon and account for the net profits only.

In the event of the foreclosure of this mortgage for any reason said party of the second part shall be entitled to take immediate possession of said premises, and the Court or any Judge thereof, upon application therefor shall appoint a receiver for said premises as a matter of course and without notice to the first party, and said receiver shall be appointed regardless of whether the mortgagors are solvent or insolvent, and regardless of the sufficiency of the security covered by this mortgage, and the mortgagors hereby waive proof as to solvency and the value of said security. Said taking possession shall in no way retard collection or foreclosure.

Dated this 21st day of January, A.D. 1924.

Herbert J. Berry.  
Florence M. Berry.

State of Iowa, County of Madison, ss. On this 21st day of January A.D., 1924, before me personally appeared Herbert J. Berry and Florence M. Berry, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing mortgage and acknowledged that they executed the same as their voluntary act and deed.

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

Harry F. Anderson,

Notary Public in and for said County.

NOTARIAL  
SEAL

Mina Trent)

Filed for record the 23rd day of January A.D. 1924 at 8/25

ed by a reputable abstractor showing good merchantable title to the above premises,