

Mortgage Record No. 75, Madison County, Iowa

James, Howard W. & May G. Brown) Filed for record the 16th day of June A.D. 1924 at to (Mtg. 2/40 O'clock P.M. The Reinsurance Life Co.) #1307 Fee \$.90 Olive Garrison Crawford, Recorder. THIS INDENTURE MADE THIS 13TH DAY OF June 1924, by and between James Brown, unmarried,

and Howard W. Brown and Mae G. Brown, his wife, of Creston P.O., Union County, Iowa, parties of the first part, and The Reinsurance Life Company of Polk County, State of Iowa, party of the second part, WITNESSETH: That the said parties of the first part, for the consideration of Thirty-six Hundred and No/100 DOLLARS, in hand paid by the said party of the second part, do hereby Sell and Convey unto the said party of the second part the following described real estate situated in Madison County, Iowa, to-wit:

West Half of Southwest Quarter, Section Twenty-two, Township Seventy-four, Range Twenty-nine, Iowa. TO HAVE AND TO HOLD the said premises with all the appurtenances thereunto belonging, and the rents, issues, income and profits thereof, unto the said second party, its heirs and assigns forever. And we hereby covenant with the said Reinsurance Life Company, that we hold said premises by title in fee simple; that we have good and lawful authority to sell and convey the same; and that they are free and clear of all liens and incumbrances whatsoever, and we covenant to warrant and defend said premises against the lawful claims of all persons whomsoever, and the said Mae G. Brown hereby relinquishes her right of dower and homestead in and to said premises.

NEVERTHELESS, to be void upon condition that James Brown, Howard W. Brown and Mae G. Brown, the the aforesaid first parties pay said second party or assigns Thirty Six Hundred and No/100 DOLLARS on the 1st day of June, 1929, with interest thereon payable annually on the 1st day of June in each year according to the tenor of One promissory note with interest coupons attached, dated June 13th, 1924, payable at office of Mortgagee, Des Moines, Iowa, with exchange, and shall keep and perform each and all of the covenants and agreements herein contained, otherwise to remain in full force and effect.

Said first parties shall pay all taxes and assessments upon said property or upon this mortgage or the debt secured hereby to whomsoever laid or assessed in the county in which said real estate is situated, and including personal taxes, and should any reduction be made in the assessment or taxes on said property by reason of this mortgage, and payment thereof be required of the mortgagee or assigns, then said mortgagor shall pay the taxes on this mortgage and the debt hereby secured before delinquent; shall not suffer waste; and shall keep all buildings thereon insured to the satisfaction of said second party in a sum not less than their insurable value, delivering all policies to said second party, and in case the taxes are not so paid, and the insurance so kept in force by said first parties, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended and this mortgage shall stand as security therefor. And said first parties shall pay the cost of releasing this mortgage when paid, and in case of suit a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's 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 pay any installment of principal or interest when due, or to comply with any of the agreements (including warranty of title) or to perform any of the conditions hereof, or of the note which this mortgage is given to secure, causes the whole debt to at once become due and collectible, at the election of second party or assigns, and no demand for fulfillment of broken conditions or notice of election to consider the debt due, shall be necessary before commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage; and in case of such failure the right of possession of the mortgaged premises with all the appurtenances thereto belonging, shall immediately vest in said party of the second part or assigns, who may

For Release of annexed Mortgage see Mortgage Record 92 Page 501

Lincoln Nat'l Life Ins. Co. For Assignment of Annexed Mortgage see Mortgage Record 83 Page 212

Security Life Ins. Co. of America For Assignment of Annexed Mortgage see Mortgage Record 82 Page 558

Reinsurance Life Co. of America (a Corp. of Ill.) For Assignment of Annexed Mortgage see Mortgage Record 82 Page 557

For Extension of Annexed Mortgage see Mortgage Record 82 Page 463

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immediately take possession of the same and collect all rents, issues, profits and incomes therefrom, or may proceed by foreclosure. A receiver of all of said mortgaged property shall be appointed on the application of said second party at any time after default of first party as to any of the provisions hereof, or of the note secured hereby, either independently or in connection with foreclosure, and if in connection with foreclosure such receiver may be appointed at the time of the commencement of the suit, or at any time thereafter before the expiration of the time of redemption, such receiver shall take immediate possession and charge of said mortgaged premises, and hold the same until the debt secured hereby is fully paid, or until the time of redemption expires, and all rents, issues, incomes and profits derived from said premises, less the cost and expenses of such receivership, shall be applied upon the debt secured hereby.

In case of a sale of said premises under this mortgage, the mortgagors hereby agree that said premises may be sold as a whole or entirety, and hereby waive their right to demand that said premises be sold in parcels, or that the land other than a homestead be first sold. All money paid by said second party or assigns for insurance, taxes or abstracts or to protect the lien of this mortgage shall bear interest at the rate of eight (8) per centum per annum, payable semi-annually, and be a lien on said land under this mortgage. Witness our hands the date first above written.

Howard W. Brown.
James Brown.
Mae G. Brown.

State of Iowa, Union County, ss.

On this 13th day of June A.D., 1924, before me, a Notary Public within and for said County, personally appeared James Brown, unmarried, and Howard W. Brown and Mae G. Brown, his wife, personally to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Creston, Iowa, on the date last above written.

R. Brown,
Notary Public in and for Union County, Iowa.

**NOTARIAL
SEAL**