

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES, IOWA 50319

W. H. Williamson
Assignment of Annexed Mortgage
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For Release of annexed Mortgage

Scott E. Knouf) Filed for record the 11th day of February A.D. 1924, at
 to (Iowa Farm Mtg. 11/55 o'clock A.M.
 C.H. Williamson) #221 Fee \$.90 Olive Garrison Crawford, Recorder.
 For the consideration of Seventeen Thousand Dollars, Scott E. Knouf and Clara Knouf, husband and wife, of Adair County, Iowa, first party hereby convey to C.H. Williamson of Adair County, Iowa, second party, the following real estate situated in Madison County, Iowa, described as follows, to-wit: The East Three Fourths and the North West Quarter of the North West Quarter and one acre off the south side of the South West Quarter of the North West Quarter, all in Section Seventeen, and commencing at the South East corner of Section 8, Township 75 North, Range 29 West of the 5th P.M., Iowa, and running thence N. 20 1/2 degrees West, to a point intersecting the center of Middle River, thence following said river in a Northwesterly direction to a point therein 15 rods north of the south line of said Section 8, thence West to a point 34 rods West of the East line of said section 8, thence South 15 rods to the south line of said Section 8, thence East 34 rods to place of beginning, all in Township Seventy-five North, Range Twenty-nine West of the 5th P.M., Iowa. Subject to a first mortgage of \$27000.

The said first party hereby warrants the title against all persons whomsoever. To be void upon conditions that said Scott E. Knouf and Clara Knouf pay said second party or assigns Seventeen Thousand and no/100 Dollars as follows: \$1000 March 1, 1925; \$1000, March 1, 1926; \$1000, March 1, 1927 and \$14000, on the 1st day of March, 1928, with interest thereon from March 1, 1924, at the rate of six per cent per annum payable

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Koch Brothers, Inc., Des Moines 17335

semi-annually on the first day of March and September each year, according to the tenor of four promissory notes of even date herewith, with interest thereon at the rate of eight per cent per annum after maturity, payable semi-annually at the Greenfield Savings Bank, Greenfield, Iowa, and shall pay the interest on the \$27000. first mortgage when due. If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party hereby pledges all the rents, crops, issues, profits and income of the mortgaged premises to the payment of the debt secured hereby. Said first party shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, and should any reduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof 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; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than insurable value Dollars, delivering all policies and renewal receipts to said second party, and in case the taxes are not so paid, or the insurance so kept in force by said first party, 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 party shall pay in case of suit a reasonable attorney's fees 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 comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor 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 possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of said second party, at any time after default of the first party as to any of the provisions hereof, either independently or in connection with foreclosure, and if in connection with such foreclosure, may be appointed at the commencement of the suit, or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property. All money paid by said second party or assigns for insurance, taxes, abstract, or to protect the lien of this mortgage, shall bear interest at the rate of eight per cent per annum, payable annually, and be a lien on said land under this mortgage. Dated this 9th day of February, 1924.

Scott E. Knouf.
Clara Knouf

State of Iowa, Adair County, ss.

On this 9th day of February, 1924, before me, a Notary Public in and for said county and state, personally appeared Scott E. Knouf and Clara Knouf, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors and acknowledged 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.

J.W. Young,
Notary Public in and for Adair County, Iowa.

