

Mortgage Record, No. 78, Madison County, Iowa

W. F. Hawn & Wife)
to (Mortgage
OMAHA CONSTRUCTION CO.) #1669

Filed for record the 3rd day of July A.D.,
1925 at 2:20 o'clock P.M.
Fee\$.90 Gladys B. DeVault, Recorder.

Know all Men by These Presents: That W. F. Hawn & Elsie Hawn, husband and wife of Madison County and State of Iowa in consideration of the sum of SIXTY FIVE HUNDRED DOLLARS, in hand paid, by Omaha Construction Co. of Douglas County, and State of Nebraska do hereby SELL AND CONVEY unto the said Omaha Construction Co. the following described premises, situated in the County of Madison and State of Iowa to-wit:

The North East Quarter and the North Half of the South East Quarter of Section 30 Township 77 North Range 28 West of 5th P.M. in Madison County, Iowa.

containing 240 acres; together with all future rents, issue and profits of said premises.

And I hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except two mortgages now of record and Elsie Hawn hereby release all her right of homestead and dower interest therein.

The above sale and conveyance is however, made upon the following express conditions; that if W. F. Hawn shall pay or cause to be paid, the sum of SIXTY FIVE HUNDRED Dollars, according to the tenor and effect of One certain promissory note described as follows: Sixty Five Hundred Dollars, due March 1st, 1927.

.....Dollars, due.....19.....Dollars, due.....19.....
.....Dollars, due.....19.....Dollars, due.....19.....

bearing even date herewith, payable to the order of said Omaha Construction Co. with interest thereon from July 1st, at the rate of 6 per cent per annum, payable annually and any and all taxes levied and assessed upon said note or to the owner or holder of same by reason thereof, then the above sale and conveyance shall be void, but otherwise it shall remain in full force and effect.

And it is hereby agreed, that, if the said mortgagors allow any taxes upon any part of said premises to become delinquent and remain unpaid, or allow any part there to be sold for taxes, or fail to insure the buildings on premises in a reliable stock company in an amount equal to two-thirds the value thereof, payable to mortgagee, or fail to pay any of the notes herein described or the interest due thereon as the same becomes due, or commit waste on said premises, or if any tax or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause the entire principal sum hereby secured and all interest accrued thereon, at the option of the mortgagee or assigns, to become immediately due and payable and the mortgagee-----heirs or assigns, may, without demand or notice upon mortgagors or grantees, proceed at once to foreclose this mortgage. It is further agreed that for the protection of the lien created by this mortgage, the holder of the notes herein described, may pay off any lien or liens on said land, for taxes or otherwise, whether prior or subsequent, that may in any manner affect the title to said premises and any taxes levied against the holder of said notes, for same and the money so paid shall

Mortgage Record, No. 78, Madison County, Iowa

immediately become due and payable and bear interest at eight per cent, and this mortgage shall stand security therefor, the same as for the payment of said notes, And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a reasonable attorney's fee, which shall be included in the judgment in such foreclosure case.

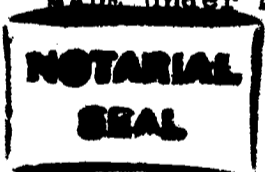
It is also agreed, that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs, or assigns, shall, before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, be entitled to the appointment of a receiver, who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, for the benefit of the said mortgagee,--heirs or assigns, and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee, shall exist regardless of the fact of the solvency or insolvency of the mortgagor, and regardless of the value of said mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises, during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense.

Dated this 1st day of July 1925.

W. F. Hawn
Elsie Hawn

STATE OF IOWA, Guthrie County, ss: On this 1st day of July A.D., 1925, before me, C. L. Beech, a Notary Public in and for said County, personally appeared W. F. Hawn & Elsie Hawn husband & wife to me known to be the identical persons whose names in and who executed the foregoing instrument and whose names _____ affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.



C. L. Beech
Notary Public in and for said County.

Filed for record the 7th day of July