

Real Estate Mortgage Record No. 80, MADISON County, Iowa

Form No. 132—Chicago Joint Stock Land Bank, containing 1,182 printed words

MATT FARROTT & SONS CO., WATERLOO, IOWA A14323

MORTGAGE DEED—IOWA

W. Clifford Lienemann & wife
TO
DES MOINES CHICAGO JOINT STOCK LAND BANK
Des Moines, Iowa.

Filed for Record the 17th day of October
A. D. 1925, at 9:00 o'clock A.M.
#2309 Gladys B. DeVault, Recorder
By Paul Lucas, Deputy
Recording Fee, \$1.40

THIS INSTRUMENT, Made this 16th day of October, A. D. 1925, between
W. Clifford Lienemann and Marie Lienemann, his wife

of the County of Madison and State of Iowa, mortgagor, Des Moines
of Chicago Joint Stock Land Bank, Des Moines, Iowa, Mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of
THIRTY ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS
in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey and confirm to the mortgagee the following described real estate, in the County of Madison and State of Iowa, to-wit:

Fractional West Half of the West Half of Section 5; the fractional East Half of the
East Half of Section 6, all in Township 77, North, Range 27, West of the 5th P.M.

For Release of annexed Mortgage see
Mortgage Record 78 Page 289

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent
right or estate therein, unto the mortgagee and his heirs, successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said mortgagor hereby covenants, that he is lawfully seized of said premises and has good right to convey the same; that said premises are free
and clear of all incumbrances; and that he will warrant and defend the same against the lawful claims of all persons whatsoever.

PROVIDED, HOWEVER, That if the mortgagor shall pay, or cause to be paid, to the mortgagee the principal sum of THIRTY ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS
with interest thereon at the rate of 5 1/2 per cent per annum, according to the tenor and effect of a certain promissory note of even date herewith, both
principal and interest being payable on an amortization plan in Seventy-nine equal semi-annual installments of
Nine Hundred Eighty-five & No/100 Dollars each, and one installment (the last to mature) of
Twelve Hundred Twenty-five & 67/100 Dollars, all due and payable as follows:
Nine Hundred Eighty-five & No/100 Dollars on the First day of June 1926
and a like sum of Nine Hundred Eighty-five & No/100 Dollars semi-annually thereafter
on the First day of June and December in each and every year to and including the First day
of June 1965, and the last installment of Twelve Hundred Twenty-five & 67/100 Dollars
on the First day of December 1965, by which and when the entire principal sum and interest shall be fully paid, together with
interest at the rate of eight per cent per annum on any installment which shall not have been paid when due, said note being executed by the mortgagor

and payable to the order of Chicago Joint Stock Land Bank, at its office in Chicago, Illinois, and shall perform all and singular the covenants herein con-
tained; then the estate hereby granted shall cease and this mortgage become null and void, and be released at the expense of the mortgagor.

And the mortgagor does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified in manner
aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the mortgagee

And the mortgagor does further covenant and agree to pay all legal taxes and assessments levied under the laws of Iowa, on said premises
before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and
insured to the full insurable value in insurance companies acceptable to the mortgagee, and assign and deliver to it all
policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the mortgagee or its successors or assigns, may pay
such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon from the date of payment, at the rate of
eight per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

It is further agreed that the rents and profits of said real estate are hereby pledged as security for the payment of said debt; and that in case of foreclosure of this
mortgage, for any cause, the holder of same shall be entitled to have a receiver appointed to take possession of said property pending foreclosure, sale and redemption,
and to collect the rents of said real estate, and apply the same to the payment of said debt and interest and costs of suit.

And whereas the mortgagor in making application for this loan has made certain representations to the mortgagee as to the purpose or purposes for which the money loaned on this mortgage was borrowed, such representations are hereby specifically referred to and made a part of this
mortgage.

And the mortgagor does further covenant and agree that in case of default in payment of said principal sum of money, or of any amortiza-
tion installment thereof, or of interest thereon, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the
continuance of such default, the mortgagee or its successors or assigns, may, without notice, declare the entire debt hereby secured immediately
due and payable, and thereupon the mortgagee or its successors or assigns shall be entitled to the immediate possession of said premises, and the
appointment of a receiver, as above provided, and may proceed to foreclose this mortgage; and in case of foreclosure, such sum as may be lawful shall be allowed by
the court for attorney's fee and all costs and expenses incurred by the mortgagee or its attorneys, and be included in the judgment or decree; or Mortgagee may foreclose
on this mortgage for payment of the balance due and remaining unpaid or the displacement or
impairment of the lien thereof but preserving all and the same.

This mortgage is made to the mortgagee as a Joint Stock Land Bank doing business under the "Federal Farm Loan Act", and the parties hereto
agree to be in all respects subject to and governed by the terms and provisions of said Act. The words "mortgagor" and "mortgagee"
as used herein include the plurals and also the successors in interest, such as heirs,
executors, administrators, grantees, successors and assigns.

IN WITNESS WHEREOF, The mortgagor has hereunto set their hands the day and year first
above written.

W. Clifford Lienemann
Marie Lienemann

STATE OF IOWA, COUNTY OF Polk, ss.

On this 16th day of October, A. D. 1925, before me personally appeared
W. CLIFFORD LIENEMANN and MARIE LIENEMANN, his wife

to me known to be the person named in and who executed the foregoing instrument and acknowledged that they
executed the same as their voluntary act and deed.

R. E. Cunningham
Notary Public in and for said County.

My commission expires July 4th, 1927.

