

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

Form No. 54—Bankers Life Company, Des Moines, Iowa, containing 724 printed words

MATT PARROTT & SONS CO., WATERLOO, IOWA *88921-200-5-21

MORTGAGE

No. _____

J. V. Maynes & wife
to
W. H. Williamson

#1244

STATE OF IOWA, MADISON COUNTY, ss.

Filed for Record the 17th day of May

A. D. 1926, at 9:35 o'clock A. M.

Gladys B. DeVault, Recorder.

By _____, Deputy.

Recording Fee, \$ 1.00

FOR THE CONSIDERATION OF Thirty Three Hundred Fifteen and no/100 DOLLARS
J. V. Maynes and Maynes, husband and wife,

of Douglas County, Nebraska, first party, hereby convey to W. 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 northwest West Quarter of the Northwest quarter and one acre off the south side of the SW 1/4 of the NW 1/4 all in Section 17, and commencing at South East corner of Section Eight, Township 75 North Range 29, West of the 5th P.M. Iowa, running thence North 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 Eight, 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 being in Township 75 North Range 29 West of the 5th P.M. Iowa.

The said first party hereby warrant the title against all persons whomsoever.

To be void upon conditions that said J. V. Maynes and Maynes

pay said second party or assigns Thirty Three Hundred Fifteen DOLLARS
as follows: \$500. May 15th, 1927; \$500. May 15th, 1928; \$2315. May 15th, 1929
with interest thereon from May 15th, 1926 at the rate
of six per cent per annum, payable semi-annually on the 15th day of November and May
in each year, according to the tenor of three 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
Adair County Bank, Greenfield, Iowa.

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

The mortgagors shall record release hereof at their own expense.

Said first party hereby pledges all the rents, 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 redemption be made in the assessment or taxes on said land, by reason of this mortgage, and payment thereof required of the mortgagor, or assigns, then said mortgagor shall not be liable to keep all buildings thereon insured to the satisfaction of said second party in a sum not less than

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 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 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 the 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 semi-annually, and be a lien on said land under this mortgage.

Dated this 13th day of May, 1926

J. V. Maynes
Vivian L. Maynes

STATE OF Iowa, Nebr. Douglas COUNTY, ss.

On this 13th day of May, 1926, before the undersigned, a Notary Public in and for said County, personally appeared J. V. Maynes and Vivian L. Maynes

husband and wife, to me personally known to be the identical person s whose name s are affixed to the foregoing mortgage as grantor s 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.

Fred A. Skow, Notary Public,
in and for Adair County, Iowa

