

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

Form No. 411—Travelers Insurance Company, containing 998 printed words.

MATT PARROTT & SONS CO., WATERLOO, IOWA *A19704

Partial Release of Amortized Mortgage No. 1519, Mortgage Record 86, Page 535

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MORTGAGE

James J. Mulvihill Sr. and Julia Mulvihill TO

Des Moines National Bank.

STATE OF IOWA, Madison COUNTY, ss.

Filed for Record the 2nd day of July

A. D. 1926, at 9:45 o'clock A. M.

#1519

Gladys B. DeVault, Recorder

By Paul Lucas, Deputy

Recording Fee, \$1.60

FOR THE CONSIDERATION OF Twenty-three Thousand Nine Hundred Twenty-three & 68/100 DOLLARS the DES MOINES NATIONAL BANK, ... James J. Mulvihill, Sr. and Julia Mulvihill, husband and wife,

Madison County, State of Iowa, first party, hereby convey to the DES MOINES NATIONAL BANK, of Des Moines, Polk County, Iowa, second party, the following tract of real estate, situated in Madison County, Iowa, to-wit:

The Southwest Quarter (SW 1/4) of Section Twenty-seven (27); the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-two (32); the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-three (33) and the South Half of the Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34); all in Township Seventy-seven (77) North, of Range Twenty-six (26), West of the Fifth P.M.

Subject to a first mortgage of \$27,500.00 in favor of The Mutual Benefit Life Insurance Company, drawing interest at the rate of 5% per annum, payable annually, and maturing May 1st, 1931.

The West Half (W 1/2) of Section Ten (10), except five acres off of the West side of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section; the West Half (W 1/2) of the East Half (E 1/2) of Section Ten (10) and the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section Ten (10), except five acres out of the Southwest corner thereof; all in Township Seventy-six (76) North, of Range Twenty-six (26), West of the Fifth P.M. except the right-of-way of the Des Moines Southern Railway Company across said land.

Subject to a first mortgage of \$10,000.00 in favor of American Commercial & Savings Bank, of Davenport, Iowa, drawing interest at the rate of 6% per annum, payable annually, and maturing October 12th, 1930.

The Northeast Quarter (NE 1/4) and the Northwest Quarter (NW 1/4) of Section Thirty-three (33); and the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-four (34); all in Township Seventy-seven North, of Range Twenty-six (26), West of the Fifth P.M.

Subject to a first mortgage of \$30,000.00 drawing interest at the rate of 5% per annum, payable annually, and maturing April 1st, 1931, in favor of Aetna Life Insurance Company.

The Southeast Quarter (SE 1/4) of Section Thirty-two (32); the Southwest Quarter (SW 1/4) of Section Thirty-three (33); the West Half (W 1/2) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-three (33); all in Township Seventy-seven North, of Range Twenty-six (26), West of the Fifth P.M. Subject to a first mortgage of \$26,000.00 in favor of Aetna Life Insurance Company, drawing interest at the rate of 5% per annum, payable annually, and maturing July 1st, 1931.

The East Half of Section Twenty-eight (28) in Township Seventy-seven (77) North, of Range Twenty-six (26), West of the Fifth P.M.

Subject to a first mortgage of \$24,000.00 in favor of Aetna Life Insurance Company, drawing interest at the rate of 5 1/2% per annum, payable annually, and maturing October 1st, 1928.

together with all and singular the appurtenances now or hereafter in any wise belonging or appertaining thereto, and all of the rents, issue and profits which may arise or be had therefrom, together with the right of possession thereof.

And the said first party hereby warrants the title thereto against all persons whomsoever.

To be void upon condition that said first party shall pay said second party, Fifty-five Hundred Sixty-three and 68/100 Dollars on the first day of January 1927 and Eighteen Thousand Three Hundred Sixty and no/100 Dollars on the first day of July, 1927.

with interest at eight per cent per annum after maturity or after default in payment of any installment of interest, according to the tenor and effect of the two promissory notes of the said James J. Mulvihill, Sr. and Julia Mulvihill, of even date herewith, and shall fully perform all the hereinafter named covenants and agreements.

Upon payment of all sums secured hereby, the mortgagor shall be entitled to a release hereof, but shall record same at his own expense. The said first party covenants and agrees as follows:

To pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes, before they become delinquent; to keep the buildings thereon insured to the satisfaction of the second party for at least ... DOLLARS delivering all policies and renewal receipts to the second party; to protect said property against waste and at all times to maintain the buildings and improvements thereon in at least as good condition as they now are; to pay all expenses and attorney's fees incurred by said second party by reason of litigation with third parties to protect the lien of this mortgage; and to pay expense of abstract of title and a reasonable attorney's fee if suit be instituted to collect the debt secured hereby, or any part of it.

Any sums herein agreed to be paid by the first party for insurance, taxes, assessments, costs, attorney's fees or otherwise may be paid by the second party, and all money so paid by the second party shall be recoverable against the first party, with interest thereon at eight per cent per annum from date of payment, and shall be a lien upon this mortgage upon the property herein conveyed and shall be included in the decree in case of foreclosure hereof.

In case default shall be made in the payment of said principal sum of money, or on any part thereof, or interest thereon at the time or times above specified for payment thereof, or in case of non-payment of any taxes, assessments or insurance as aforesaid, or of the breach of any covenant or agreement herein contained, then and in either case the whole principal and interest of said note shall, at the option of the holder thereof, immediately become due and payable, and the said party of the second part is hereby authorized as the irrevocable attorney in fact for the said party of the first part to take possession of the said real estate and to control and rent the same and collect all rents therefrom and to apply the proceeds, after paying the costs of collection and necessary or reasonable repairs upon said premises, in payment of any part of the debt secured hereby, or said party of the second part may have a receiver appointed for such purposes; and in case the owner of said premises is occupying the same, he will either surrender the possession thereof or pay to said party of the second part, or to said receiver, a reasonable rent monthly in advance for the use thereof, and shall be held to the same restrictions and conditions as any third party would be bound by under the usual and customary form of written lease; the possession of said premises by said party of the second part or by said receiver to continue up to and including the year of redemption. It is further agreed that if any default is made by the first party in any of the particulars above stated, said party of the second part may also proceed at once to foreclose this mortgage, and no notice of election to consider the debt due shall be necessary prior to commencement of suit to foreclose.

The said first party expressly waives the platting and recording of homestead and agrees in case of sheriff's sale hereunder that said premises may be sold in one body.

Dated this 1st day of July, 1926.

James Mulvihill Julia Mulvihill

STATE OF IOWA, MADISON COUNTY, ss.

On the 1st day of July, A. D. 1926, before me

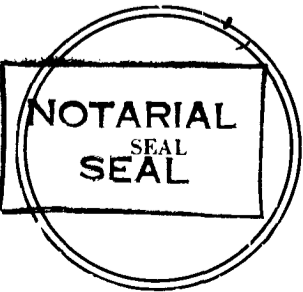
a Notary Public in and for said County and State, personally appeared James J. Mulvihill, Sr. and Julia Mulvihill, husband and wife

personally to me known to be the identical person whose names are affixed to the above instrument as grantors, and acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the day and date last above written.

Phil R. Wilkinson

Notary Public.



payable at the office of the second party in Des Moines, Iowa.