

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

Form No. 31—Aetna Life Insurance Co., containing 661 printed words.

MATT PARROTT & SONS CO., WATERLOO, IOWA *A68097

IOWA MORTGAGE

James Mulvihill, and wife TO THE AETNA LIFE INSURANCE COMPANY Hartford, Connecticut

Filed for Record the 8th day of April

A. D. 1926, at 3:30 o'clock P.M.

#932 Gladys B. DeVault, Recorder Deputy

Dated _____, 19__ \$_____ Recording Fee, \$.90

IN CONSIDERATION OF Thirty-Thousand (\$30,000) DOLLARS, James Mulvihill and Julia Mulvihill, husband and wife,

of Madison County, Iowa, parties of the first part, hereby SELL AND CONVEY unto the AETNA LIFE INSURANCE COMPANY, a corporation of Hartford, Connecticut, party of the second part, the following described premises in Madison County, Iowa, to-wit:

The North East Quarter (1/4) and the North West Quarter (1/4) of Section Thirty-three (33), and the North Half (1/2) of the North West Quarter (1/2) of Section Thirty-four (34), all in Township Seventy-seven (77), Range Twenty-six (26), West of the Fifth Principal Meridian.

containing in all 400 acres of land, more or less, according to Government survey thereof.

And we do covenant with the said AETNA LIFE INSURANCE COMPANY, its successors and assigns, that we are lawfully seized of the said premises and that the same are free from incumbrance.

And we will WARRANT AND DEFEND the same against the lawful claims and demands of all persons.

And we each of us do hereby relinquish to said grantee, its successors and assigns, all our contingent rights, in and to said premises, including the rights of Dower and Homestead.

To be void upon the condition that the said parties of the first part shall pay or cause to be paid to the order of the said AETNA LIFE INSURANCE COMPANY the sum of Thirty Thousand DOLLARS, according to the terms of a promissory note, dated April 1, 1926 due as therein specified with interest thereon as therein provided for and evidenced by interest notes given therewith, both principal and interest notes bearing even date herewith, payable at the office of the AETNA LIFE INSURANCE COMPANY in Hartford, Connecticut, or any note given in renewal, or extension, thereof, which the said grantors hereby agree to pay.

And it is hereby stipulated, that should any principal or interest not be paid when due, it shall thereafter bear interest at the rate of eight per cent. per annum, payable annually, and this mortgage shall stand as security therefor.

It is expressly agreed that the mortgagor shall keep all buildings on said premises constantly insured for their full insurable value in good and satisfactory Insurance Companies for the benefit of the mortgagee, all policies to be held with this mortgage, and shall pay all taxes and assessments on said premises before they become delinquent; failing so to do the mortgagee may effect such insurance, and pay such taxes and assessments, or redeem said premises from any tax sales, and this mortgage shall stand as security for said amounts so paid with eight per cent. interest thereon. And it is further agreed that in the event of a foreclosure of this mortgage, the mortgagee, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take possession of and control and preserve the same with rents and profits thereof, and said rents and profits are hereby pledged for and to secure the payment of the mortgage debt, and all costs, including receiver's costs and expenses.

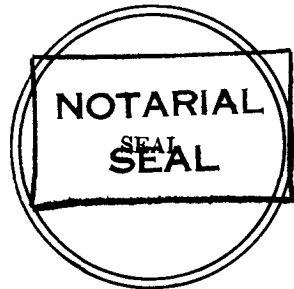
And it is further agreed, that if default be made in the payment of any of said principal or interest notes for the space of thirty days after the same become due; or if any taxes or assessments on said premises remain unpaid for thirty days after they become delinquent or in default of any of the covenants or agreements herein, then the whole indebtedness secured hereby shall immediately become due and collectible, without notice, at the election of the holder hereof, and this mortgage may thereupon be foreclosed for the whole of said money, with all interest, insurance, taxes and assessments mentioned herein, together with a legal attorney fee and the abstracting fees paid by the mortgagee for continuing the abstract of title to the date of foreclosure, and this mortgage shall stand as security therefor.

Dated this 1st day of April, 1926.

James Mulvihill Julia Mulvihill

STATE OF IOWA, Madison COUNTY, ss.

On this 8th day of April, A. D. 1926, before me, the undersigned, a Notary Public, personally appeared James Mulvihill and Julia Mulvihill, husband and wife,



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

WITNESS my hand and official seal the day and year in this certificate last above written.

M. L. Silliman Notary Public in and for said County.

My commission expires July 4th, 1927.

For Release of annexed Mortgage see Mortgage Record 73 Page 637

Agreement of annexed Mortgage see Mortgage Record 83 Page 454

Extension of Annexed Mortgage see Mortgage Record 80 Page 559