

Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERDEMANN & CO., WATERLOO, IOWA-NO. 6051

C. D. Jones & wife :
To Mortgage.
The Grand Lodge Ancient Order : #1230 Fee \$1.20
United Workmen of Iowa

Filed for record on the 7th day
of May, A. D. 1927 at 11:40 A. M.
Gladys B. De Vault, Recorder/

\$15000.00

No.....

THE GRAND LODGE ANCIENT ORDER UNITED WORKMEN OF IOWA.

For the Consideration of FIFTEEN THOUSAND And No/Hundredths DOLLARS, Paid by the GRAND LODGE ANCIENT ORDER UNITED WORKMEN OF IOWA, the receipt of which is hereby acknowledged, C. D. Jones and Grace Jones, his wife of.....County, State of..... first party, hereby sells and conveys to the GRAND LODGE ANCIENT ORDER UNITED WORKMEN OF IOWA, of Des Moines, Polk County, Iowa, second party, the following tract of real estate, located in Madison County, Iowa, to-wit:-

For Release of Annexed Mortgage See
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The North-west Quarter (N-W $\frac{1}{4}$), and the South-west Quarter of the North-east Quarter (S-W $\frac{1}{4}$ of the N-E $\frac{1}{4}$) of Section Twenty (20), Township Seventy-four (74) Range Twenty-six (26)

together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

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, or assigns FIFTEEN THOUSAND And No/100 Dollars, on the first day of May, 1932 with interest at SIX per cent per annum, payable semi-annually, according to the tenor and effect of the ten-coupon promissory note of the said C. D. Jones, and _____ Jones, his wife, of even date herewith, payable at the office of the second party in Des Moines, Iowa; 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.

And said first party covenants and agrees as follows:

1st. To pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes; and should any deduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof required of the mortgagee or assigns, then said mortgagor shall pay the taxes on this mortgage and the debt thereby secured; and all the taxes shall be paid before they become delinquent.

2nd. To keep the buildings thereon insured in some reliable insurance company, satisfactory to the second party, in a sum not less than 3500 Dollars, delivering all policies, renewals and receipts, showing the payment of the premium on said insurance, to the mortgagee.

3rd. To protect said property against waste and at all times maintain the buildings and improvements, including the fencing, thereon in as good condition as they are at the time of making of the loan.

4th. To pay all expenses, including attorney's fees, incurred by said mortgagee, or it assigns, by reason of litigation with third parties to protect the lien of this mortgage.

5th. 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. Said expense to include any expense incurred under the provisions of the note hereby secured, 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. Then the second party shall have the right to recover against the first party all money so paid with interest thereon at eight per cent per annum, payable semi-annually, from date of payment, and the same shall be a lien under this mortgage upon the property herein conveyed, to the same extent as if it was part of the

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principal there of, and shall be included in the decree in case of foreclosure thereof,

The said mortgagor, in addition to the security heretofore set forth, hereby ple pledges all the rents, profit and income of the mortgaged premises to the payment of the debt secured hereby.

It is further agreed that a receiver of the mortgaged property may be appointed on the application of the mortgagee or its assigns, at any time after default of the mortgagor as to any of the provisions herein contained, either independently of or in connection with the 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.

And the said mortgagor or its assigns may release any part or parcel of the mortgaged premises, or may extend the time of payment, upon such terms as may be agreed upon between the parties and partial release, or extension of time, shall in no manner impair the validity of this mortgage.

A failure to perform any of the agreements here of by said first party shall cause the whole debt, secured hereby at once to become due and collectible, if the second party or assigns so elect, and no demand for performance of broken condition or 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 the beginning of suit shall be construed and considered as the election of the mortgagee or its assigns.

Said first party expressly waives the paitting and recording of homestead and agrees in case of sheriff's sale hereunder that said premises may be sold in parcels or as a whole at the election of the mortgagee.

And the said Grace Jones hereby relinquishes all right of dower in and to the above described property.

Dated this Third day of May, 1927.

C. D. Jones.

Grace Jones.

State of Iowa,

ss:

Davis County,

On the 3 day of May A. D. 1927, before me C. R. Atwood, Notary Public in and for said County, and State personally appeared C. D. Jones and Grace Jones, Husband and wife, personally to me known to be the identical persons whose names are affixed to the above instrument as grantor, and acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

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

C. R. Atwood.
Notary Public.

