

Mortgage Record, No. 81, Madison County, Iowa

Clyde M. Campbell
and wife, :
to Mortgage.
Annis & Rohling Company : 1300 Fee \$. 90 ✓

Filed for record on the 18th day of May,
1927, at 4:05 P. M.
Gladys B. De Vault, Recorder.

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, ANNIS & ROHLING COMPANY has negotiated for us a loan of \$14,300.00 secured by a first mortgage upon the premises hereinafter described; and we have executed to said ANNIS & ROHLING COMPANY one note of even date herewith, and due in installments as specified therein, without interest if each installment is paid when due, but if any of said installments shall not be paid when due, then all sums agreed to be paid and all installments thereof shall become due and payable at once and bear interest at the rate of 8% per annum, payable annually. All installments payable at the office of Annis & Rohling Company in Council Bluffs, Iowa.

NOW THEREFORE, We; Clyde M. Campbell, and F. Mabel Campbell (Husband and wife) of Dallas County, State of Iowa, to secure the payment of said note, and any other indebtedness owing to the mortgagor, do hereby sell and convey unto ANNIS & ROHLING COMPANY of Council Bluffs, Iowa, the following described real estate, situated in the County of Madison, State of Iowa, to-wit:-

The Fractional North West Quarter ($\frac{1}{4}$) of Section Thirty One (31) in Township Seventy Seven (77) North, Range Twenty Nine (29) West of the 5th P. M. Iowa, Containing 143.68 Acres;

And we covenant that we are lawfully seized of said premises, and to warrant and defend the title against the claims of all persons whomsoever except as to the first mortgage negotiated by Annis & Rohling Company for us, to which this is subject, and we covenant to strictly observe the covenants and stipulations of said mortgage and not suffer any default therein and we release all rights of homestead and dower.

The undersigned further covenant and agree neither to commit nor permit waste upon said premises; to pay all taxes and assessments against said premises before the same become delinquent; to maintain insurance upon all buildings to at least eighty per cent of their value, providing that loss, if any, shall be payable as the interest on the property appear. In case of failure to pay taxes upon mortgaged premises or failure to pay the interest maturing upon the first mortgage above referred to, promptly as same becomes due, or to maintain insurance as herein provided, then mortgagee may make such payments or procure such insurance, and in such event, the mortgagor agrees to repay the same with interest at eight per cent.

Now if the mortgagor shall well and truly pay or cause to be paid, each installment of said note and all other indebtedness that may be now or hereafter owing by either of us to the mortgagee or assigns on any account whatsoever strictly at the times each becomes due,

Per recorded from Mtg Record 63 Page 267

Mortgage Record, No. 81, Madison County, Iowa

439

JENKINS-FERGEMANN & CO., WATERLOO, IOWA—NO. 6051

and in accordance with the tenor and effect of the note or other contract, and shall keep and perform all of the other covenants and agreements herein contained on their part, and also shall keep the covenants contained in said first mortgage, when these presents shall be null and void.

If default be made in the payment of any of the installments of said note or other indebtedness secured hereby when due, time being strictly of the essence of this contract or if default shall be made in any of the covenants of this contract, or if the makers above described land promptly as the same become due, or fail to keep the hereof fail to pay the taxes upon the buildings insured as herein stipulated, or if default shall be made in the payment of interest on the first mortgage upon the above premises, to which this is subject, or if default be made in any of the covenants of such first mortgage, then all installments of said note shall become due and payable at once, and all other sums that may become due under this mortgage shall likewise thereupon become due at once, and all such sums shall then draw interest at the rate of eight per cent per annum; that the owner of said indebtedness may thereupon foreclose the lien hereby created and mortgagor agrees to pay a reasonable attorney's fee to be taxed as costs, including cost of extending abstract of title.

And the mortgagor hereby pledges the rents, issues and profits of said real estate for the payment of said note and other indebtedness, and each installment thereof, interest, attorney's fees, costs and expenditures, provided by the terms thereof, and authorizes, agrees and consents that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, appoint a receiver to take possession of said property, and collect and receive said rents and profits, and apply the same to the payment of said debt, interest, attorney's fees and costs under the order of court; and this application for the appointment of a receiver shall apply and be enforced whether said property or any part thereof is used as a homestead and without proof of any other grounds for the appointment of a receiver.

IN WITNESS WHEREOF, this instrument is executed this Twenty Second day of January, 1920.

IN PRESENCE OF

Clyde M. Campbell.

F. Mabel Campbell

STATE OF IOWA,
County of Dallas, ss:

On this 9th day of February 1920, before me, a Notary Public, in and for said county, personally came Clyde M. Campbell and F. Mabel Campbell, (Husband and Wife) personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and who executed the same, and acknowledged the execution of the instrument to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal on the date last above written.

F. C. Williams/
Notary Public.

