

Mortgage Record, No. 81, Madison County, Iowa

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

A. B. Johnson, widower
to the
Bankers Life Company

Fee \$.80
#1455

Filed for record on the 15th day of June,
A. D., 1927, at 2:05 o'clock P. M.
Gladys B. DeVault, Recorder,
Ercell M. Knott, Deputy.

MORTGAGE

FOR THE CONSIDERATION OF Eight Thousand (\$8000.00) Dollars, I, A. B. Johnson, a widower, of Madison County, Iowa, first party, hereby convey to the Bankers Life Company of the County of Polk and State of Iowa, second party, the following real estate situated in Madison County, Iowa, described as follows, to-wit:

The Southeast Quarter and the East Half of the Southwest Quarter of Section Eight (8) and the West Half of the Southwest Quarter of Section Nine (9) all in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M. Containing 320 acres.

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

To be void upon conditions that said First Party pay said second party or assigns Eight Thousand (8000.00) Dollars in accordance with the terms of the notes secured hereby with interest thereon from June 6, 1927, at the rate of five per cent per annum, payable semi-annually on the first five days of June and December in each year, according to the tenor of five bonds with interest coupons attached, of even date herewith, with interest thereon at the rate of eight per cent per annum after due, payable semi-annually at the office of the BANKERS LIFE COMPANY, at Des Moines, 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 all taxes or assessments that may be levied on this mortgage or on the debt hereby secured or that may be payable by or chargeable to the holder hereof or the owner of the debt hereby secured on account of such ownership, before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than Two Thousand (2000.00) Dollars, 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

For Release of Annexed Mortgage See Mortgage Record 98 Page 366
For Assignment of Annexed Mortgage See Mortgage Record 94 Page 163
For Extension of Annexed Mortgage see Mortgage Record 83 Page 383

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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 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 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 6th day of June, 1927.

A. B. Johnson

STATE OF IOWA

) ss:

County of Madison

On this 7th day of June, A. D., 1927, before the undersigned, a Notary Public in and for said County, personally appeared A. B. Johnson, a widower, to me personally known to be the identical person whose name is affixed to the foregoing mortgage as grantor and acknowledged said instrument and the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

NOTARIAL
SEAL

W. F. Craig, Notary Public
Madison County, Iowa.