

Mortgage Record, No. 81, Madison County, Iowa

Orah M. Reigle, Lloyd A. Reigle,  
and Lela Reigle,

To

W. E. Goodson

Fee \$1.10  
#1462

Filed for record the 17<sup>th</sup> day of June,  
A. D., 1927, at 11:40 o'clock A. M.

Gladys B. DeVault, Recorder,  
Ercell M. Knott, Deputy Recorder.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Orah M. Reigle (unmarried) Lloyd A. Reigle and Lela Reigle, his wife, of Madison County, and State of Iowa in consideration of the sum of Two Thousand Five Hundred Dollars, in hand paid by W. E. Goodson of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said W. E. Goodson the following described premises situated in the County of Madison and State of Iowa, to-wit:

The East Three-fourths of the South west Quarter of Section Thirteen (13) in Township Seventy seven (77) North, of Range Twenty-seven (27) West, of the 5th P. M., Madison County, Iowa.,

This mortgage is junior to a mortgage of \$7500.00 to the Federal Land Bank of Omaha.

And we hereby covenant with the said W. E. Goodson that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Lela Reigle hereby relinquishes her right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Orah M. Reigle, Lloyd A. Reigle and Lela Reigle, their heirs, executors or administrators shall pay or cause to be paid to the said W. E. Goodson, his executors and administrators or assigns, the sum of Five Hundred Dollars, on the 1st day of March, 1928, One thousand Dollars on the 1st day of March, 1929, and One Thousand Dollars on the 1st day of March,

For Release of amended Mortgage see  
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JENKINS-FERGEMANN & CO. WATERLOO, IOWA-NO. 6051

1930, with interest thereon according to the tenor and effect of the three promissory notes of the said Orah M. Reigle, Lloyd A. Reigle and Lela Reigle payable to W. E. Goodson bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Orah M. Reigle, Lloyd A. Reigle and Lela Reigle, shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

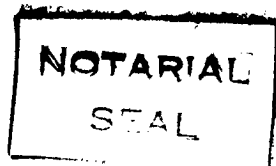
That if the said Orah M. Reigle, Lloyd A. Reigle and Lela Reigle allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said notes promptly as the same becomes due, the notes secured hereby shall become due and payable in ten days thereafter; and the mortgagees their heirs, or assigns, may proceed at once to foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Orah M. Reigle, Lloyd A. Reigle and Lela Reigle in addition to the amount of said debt, interest, and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 14th day of June, 1927.

Orah M. Reigle  
Lloyd A. Reigle  
Lela Reigle

STATE OF IOWA, Dallas County ) ss:

On this 14th day of June, A. D., 1927, before me personally appeared Orah M. Reigle, (Unmarried) Lloyd A. Reigle and Lela Reigle, his 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.



Chas. C. Cook  
Notary Public in and for said County.