

Mortgage Record, No. 81, Madison County, Iowa

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

STATE OF COLORADO,

SEAL

Elizabeth Wesslund and William Wesslund

to

Boonewille Savings Bank

#2173

Fee \$.90

Filed for record the 12 day
of October, A. D., 1927, at 1:25
o'clock P. M.Gladys B. DeVault, Recorder,
Ercell M. Knott, Deputy.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Elizabeth Wesslund and William Wesslund (wife and husband) of Polk County, and State of Iowa, in consideration of the sum of Six Thousand Dollars, in hand paid by Booneville Savings Bank of Dallas County, and State of Iowa, do hereby SELL AND CONVEY unto the said Booneville Savings Bank the following described premises, situated in the County of Madison and State of Iowa, to-wit:

The North half of the North east Quarter of Section Twenty (20) and the South Five acres of the South Half of the North East Quarter and the South east Quarter of Section Seventeen (17), and the North west Quarter of the North west Quarter of Section Twenty-one (21) All in Township Seventy-seven (77) North, of Range Twenty-six (26) West, of the 5th P. M., Madison County, Iowa,

And we hereby covenant with the said Booneville Savings Bank 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 William Wesslund hereby relinquishes his right of dower in and to the above described premises.

PROVIDED, always and these presents are upon the express condition, that if the said Elizabeth Wesslund and William Wesslund, their heirs, executors or administrators shall pay or cause to be paid to the said Booneville Savings Bank, executors, and administrators or assigns, the sum of Six Thousand Dollars on the 1st day of October, 1932, with interest thereon according to the tenor and effect of the one promissory note of the said Elizabeth Wesslund and William Wesslund payable to Booneville Savings Bank bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Elizabeth Wesslund and William Wesslund shall pay all

For Release of amended Mortgage see
Mortgage Record 83, Page 614

Mortgage Record, No. 81, Madison County, Iowa

505

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

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 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 Elizabeth Wesslund and William Wesslund 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 note promptly as the same become due, the note secured hereby shall become due and payable in ten days thereafter; and the mortgagee their heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Elizabeth Wesslund and William Wesslund in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee named herein, 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 First day of October, 1927.

Elizabeth Wesslund

William Wesslund

STATE OF IOWA, Dallas County) ss:

On this 3d day of October, A. D., 1927, before me personally appeared Elizabeth Wesslund and William Wesslund, her husband, 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.

Pearl R. Cook
Notary Public in and for said county.

