

Mortgage Record, No. 78, Madison County, Iowa

Mahala B. Morris, et al, :
 To Mortgage. #494 Fee 1.60
 The Lincoln Joint Stock Land Bank :
 Of Lincoln, Nebraska.

Filed for record on the 26 day of
 February A. D. 1927 at 4:15 P. M.
 Gladys B. De Vault, Recorder.

KNOW ALL MEN BY THESE PRESENTS:

That

Mahala B. Morris, Widow; Floyd W. Morris and Hettie Morris, Husband and Wife
 Julia Gladys, Roach and H. D. Roach, Wife and Husband; Vera E. Morris and Julia Morris,
 Husband and Wife; Leo Arthur Morris and Reva Morris, Husband and Wife; Teddy R. Morris
 and Bernice Morris, Husband and Wife, all of Madison County, Iowa; Edith I. Miller
 and Nick J. Miller, Wife and Husband and Myrtle Belle Morris Davis, nee Myrtle Bell Morris
 single, of the county of Los Angeles and State of California, Mortgagor, and THE LINCOLN
 JOINT STOCK LAND BANK OF LINCOLN, NEBRASKA, Mortgagee.

WITNESSETH, That mortgagor, in consideration of the sum of FORTY-FIVE HUNDRED AND NO/
 100 DOLLARS in hand paid, receipt whereof is hereby acknowledged, does hereby grant,
 bargain, sell convey and confirm to mortgagee, and to its successors or assigns, the
 following described real estate, in the County of Madison and State of Iowa, to-wit:-

The West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section
 Twenty (20), Township Seventy-four (74), Range Twenty-six
 (26), West of the Fifth (5th) Principal Meridian.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise
 appertaining, including any right of homestead and every contingent right or estate
 therein, unto mortgagee, its successors or assigns forever; the intention being to
 convey an absolute title in fee to said premises.

Mortgagor hereby covenants that mortgagor is lawfully seized of said premises and
 has good right to convey the same; that said premises are free and clear of all incumbrances
 and that mortgagor will warrant and defend the same against the lawful claims of all persons
 whomsoever.

PROVIDED, HOWEVER, That if mortgagor shall pay, or cause to be paid, to mortgagee,
 the principal sum of FORTY-FIVE HUNDRED AND NO/100 DOLLARS this day borrowed of mort-
 gagee, with interest thereon at the rate of 5 $\frac{1}{2}$ per cent per annum from Mar. 1, 1927
 according to the tenor and effect of a certain promissory note dated January 25, 1927,
 executed by mortgagor and payable to the order of THE LINCOLN JOINT STOCK LAND BANK OF
 LINCOLN, NEBRASKA, at its office in Lincoln, Nebraska, whereby the entire principal
 sum and interest shall be fully paid, and shall further pay interest at the rate of
 eight per cent per annum from maturity on any installment of principal or interest
 which shall not have been paid when due; and shall perform all and singular the covenants
 and agreements herein contained; then the estate hereby granted shall cease and this
 mortgage become null and void, and be released at expense of mortgagor.

And the said mortgagor does hereby covenant and agree to pay, or cause to be paid,
 the principal sum and interest as specified in said promissory note, together with
 all costs and expenses of collection, if any there shall be, and any cost, charges
 or attorney's fees incurred and paid by mortgagee in maintaining the priority of this
 mortgage or in foreclosing the same.

And the mortgagor further covenants and agrees to pay all legal taxes and assessments
 levied on said land under the laws of said state or of the United States before any
 penalty for non-payment attaches thereto; also mortgagor will not commit or suffer
 waste on said premises, and will keep the buildings thereon in good repair and insured
 against fire and windstorm in insurance companies acceptable to mortgagee, and assign
 and deliver to all policies of insurance on said buildings, and the renewals there-

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For Release of Annexed Mortgage See
 For Assignment of Attached Mortgage See
 Union National Life Ins Co

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of; ^{and} in case of failure to do so, said mortgagee may pay such taxes and assessments ^{such} make/repairs, or effect such insurance; and the amounts paid therefor, with interest thereon from the date of payment, at the rate of eight per cent per annum, shall be secured by this mortgage and shall be collectable with, as part, of, and in the same manner as the principal sum hereby secured.

It is further agreed that the rents and profits of said real estate are hereby pledged as security for the payment of said debt; and that in case of foreclosure of this mortgage for any ~~cause~~, the holder of same shall be entitled to have a receiver appointed to take possession of said property pending foreclosure, sale and redemption and to collect the rents of said real estate, and apply the same to the payment of said debt and interest and costs of suit; all notwithstanding the parties liable for said debt may be solvent. The separate estate of mortgagor is pledged and shall be ~~be~~ bound for the payment of the debt hereby secured.

And whereas mortgagor in making application for this loan has made certain written representations to mortgagee as to the purpose or purposes for which the money loaned on this mortgage was borrowed, such representations are hereby specifically referred to and made a part of this mortgage.

And mortgagor does further covenant and agree that in case of default in payment of said principal sum of money, or of any amortization installment thereof, or of interest thereon, or in the performance of any of the covenants or agreements herein contained, then, or at any timethereafter during the continuance of such default, mortgagee may, without notice, ~~declare~~ the entire debt hereby secured immediately due and payable, and hereupon mortgagee shall be entitled to the immediate possession of said premises, and the appointment of a receiver, as above provided, and may proceed to foreclose this mortgage; and in case of foreclosures, such sum as may be lawful shall be allowed by the court for attorney's fees and be included in the judgment or decree; or mortgagee may foreclose only as to the sum past due without injury to this mortgage or the displacement or impairment of the lien thereof.

This mortgage is made to mortgagee as a Joint Stock Land Bank doing business under the "Federal Farm Loan Act" and the parties hereto agree to be in all respects subject to and governed by the terms and provisions of said Act.

The words "Mortgagor" and "mortgagee" as used herein include the plurals and also successors in interest, such as heirs, executors, administrators, grantees, successors and assigns.

Dated this 25th day of January, 1927.

In Presence of
W. F. Craig.....

Mahala B. Morris.
Floyd W. Morris
Hettie Morris.
Julia Gladys Roach.
H. D. Roach.
Vera E. Morris
Julia Morris
Leo Arthur Morris
Reva Morris
Teddy R. Morris
Bernice Morris
Myrtle Belle Morris Davis.
Nick J. Miller.
Edith I. Miller.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 21st day of February A. D. 1927, before me the undersigned, a Notary public, within and for said County, personally appeared Nick J. Miller husband of Edith I. Miller, and Myrtle Belle Morris Davis, single, formerly Myrtle Belle Morris, to me known to be the identical persons named in and who executed the foregoing

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FIDLER & CHAMBERS CO., DAVENPORT, IOWA

instrument as makers thereof and acknowledge the execution of the same to be their voluntary act and deed.

Witness my hand and official seal, day and year last above written.



Roderick W. Sherwood.

Notary Public in and for Los Angeles County, California
My Commission expires April 29, 1930/.

STATE OF IOWA)
 SS.
COUNTY OF MADISON)

On this 25th day of February A. D. 1927, before me the undersigned, a Notary Public within and for said County, personally appeared Edith I. Miller wife of Nick J. Miller to me known to be the identical person named in and who executed the foregoing instrument as maker thereof and acknowledge the execution of the same to be her voluntary act and deed.

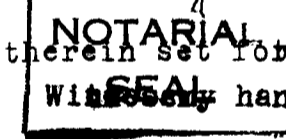
Witness my hand and official seal, day and year last above written.



W. F. Craigs.
Notary Public in and for Madison County, Iowa.

STATE OF IOWA,
 SS.
COUNTY OF MADISON,

On this 27th day of January A. D. 1927, before me, a Notary Public in and for said County, personally appeared Mahala B. Morris, Widow; Floyd W. Morris, and Hettie Morris, Husband and Wife; Julia Gladys Roach and H. D. Roach, Wife and Husband; Vera E. Morris and Julia Morris, Husband and Wife; Leo Arthur Morris and Reva Morris, Husband and Wife; and Teddy R. Morris and Bernice Morris, Husband and Wife, to me personally known to be the identical persons named in and who executed the foregoing instrument as grantors and acknowledged said instrument and the execution thereof, to be their voluntary act and deed, for the purposes therein set forth.



Witness my hand and official seal the day and year last above written.
W. F. Craigs.
Notary Public in and for said County.

My commission expires July 4, 1927.