

Real Estate Mortgage Record No. 80, Madison County, Iowa

Form No. 87—Collins Mortgage Company, containing 1,220 printed words. (Revised August, 1925)

MATT FARROTT & SONS CO., WATERLOO, IOWA \*A79615

Loan No. \_\_\_\_\_ C. M. Co. No. 7024281

Earl H. Smith and wife,

TO THE  
COLLINS MORTGAGE COMPANY

Dated June 2nd, 1928 19\_\_

STATE OF IOWA, Madison County, ss.

Filed for record the 13th day of June

A. D. 19 28, at 1:40 o'clock P. M.

Gladys B. De Vault, Recorder

#1743 \_\_\_\_\_, Deputy

Recording Fee, \$ 1.30 ✓

THIS INDENTURE, made the 2nd day of June, A. D. 1928, between  
Earl H. Smith and Elsie Smith, his wife,

part ies of the first part, and COLLINS MORTGAGE COMPANY, a corporation, party of the second part:

WITNESSETH: That the said part ies of the first part, in consideration of Seven Thousand and Five Hundred and no/100 DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, do \_\_\_\_\_ by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Madison and State of Iowa, to-wit:

The East Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section Twenty-nine (29), Township Seventy-four (74) North, Range Twenty-eight (28), West of the 5th P. M., containing 120 acres more or less according to the Government Survey thereof.

*For Release of annexed Mortgage of Mortgage Record 88. Page 467*

*Extension  
for  
Mortgage Record 85 Page 202*

*For Assignment of annexed Mortgage and Mortgage Record 80 Page 339*

Together with the privileges and appurtenances to the same belonging.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns, forever.

And the said part ies of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, \_\_\_\_\_

\_\_\_\_\_ and hereby warrant \_\_\_\_\_ the title thereto against all persons whomsoever, and waive \_\_\_\_\_ all right of dower and homestead therein.

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CONDITIONED, HOWEVER, That if Earl H. Smith and Elsie Smith, his wife,

said part ies of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the sum of

Seven Thousand Five Hundred and no/100- - - - - Dollars

with interest, according to the terms of a promissory note bearing even date herewith executed by Earl H. Smith and Elsie Smith, his wife,

said part ies of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Iowa upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than

(provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said part ies of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the part ies of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the part ies of the first part, become due and collectible at once by foreclosure or otherwise; and upon commencement of any foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the party of the second

part, its successors or assigns, or the purchaser at such sale, may at once and without notice to the part ies of the first part, or any person claiming under, appoint a receiver for said premises to take possession thereof to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

And it is agreed that if said note and this mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure or other legal proceedings the part ies of the first part will pay a reasonable attorney's fee for any service rendered by such attorney in connection therewith and all expense incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney's fee and expense shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

IN WITNESS WHEREOF, the said part ies of the first part ies hereunto set their hands the day and year first above written.

Earl H. Smith

Elsie Smith

In presence of

Will H. Henry

H. C. Fosher

STATE OF IOWA, Madison COUNTY, ss.

Will H. Henry, a Notary Public in and for

On this 13th day of June, A. D. 1928, before me personally appeared Earl H. Smith and Elsie Smith, his wife

personally appeared Earl H. Smith and Elsie Smith, his wife



to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Will H. Henry

Notary Public in and for said County.