

Mortgage Record, No. 82, Madison County, Iowa

B. S. Binns and wife,)
To (Mtg.
The Winterset Savings Bank.) \$1862

Filed for record on the 3rd day of July, A.
D. 1928 at 10:00 o'clock A. M.
Fee \$50 ✓ Gladys B. De Vault, Recorder.

THIS MORTGAGE, made the 15th day of February 1928, by and between B. S. Binns and wife, Anna L. Binns of Madison County, and State of Iowa, hereinafter called the mortgagors and THE WINTERSET SAVINGS BANK, hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Six Thousand and No/100 (\$6,000.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, or its assigns forever,, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and the West Half ($W\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Eight (8) and the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Eight (8) except a tract described as follows: Commencing at the Southeast corner of said forty (40) acre tract and running thence North $20\frac{1}{2}$ degrees West to a point intersecting the center of Middle River, thence following said river in a northwesterly direction to a point 15 rods North of the South line of said Forty acre tract, Thence West to a point 34 rods West of the East line of said forty acre tract, Thence South to the South line of said forty acre tract thence East 34 rods to the place of beginning and the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Nine (9), Also the West Half ($\frac{1}{2}$) of the West half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Sixteen (16) and a tract described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section Sixteen (16) and running thence West on the Section line to a point twenty rods 50 feet East of the Northwest corner of the said Northwest quarter ($\frac{1}{4}$) thence South 700 ft., thence angle to the left 80 degrees, running 600 ft., thence angle to the right 45 degrees running, 276 ft., thence angle to the left 52 degrees running 1130 ft., thence angle to the left 37 degrees running 600 ft., thence angle to the left 43 degrees running 335 ft., to the intersection of the east line of said Northwest quarter ($\frac{1}{4}$) of Section Sixteen (16) at a point 400 feet South of the Northeast corner thereof, thence North 400 feet to the place of beginning, being all of the North Half of the Northwest quarter ($\frac{1}{4}$) of Section Sixteen (16) lying and being North of the main channel of Middle River except twenty (20) rods by 50 feet thereof. All of said described land being in Township 75, North, Range 29 West of the 5th P. M. Iowa. The first 160 acres described above being subject to a mortgage for \$8,000.00 given to Federal Land Bank of Omaha. The balance of the above described land is subject to a mortgage of \$5,000.00 given to Jebens & Butenschoen, containing in all 357 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever,

All rights of homestead and contingent interest known as Dower, or however else, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or assigns the sum of Six Thousand & No/100 (\$6,000.00) DOLLARS, on the 15th day of February, A. D. 1929; with interest according to the tenor and effect of the 1 certain promissory note of the said B. S. Binns and wife Anna L. Binns, dated Febr. 15th, A. D. 1928, and all such other sums of money as may at any time be owing to the said mortgagee, according to the terms of such indebtedness, or of the conditions of this mortgage.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

Partial
For Release of annexed Mortgage see
Mortgage Record 83 Page 346

Mortgage Record, No. 82, Madison County, Iowa

Third. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with all conditions, or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments, and shall be secured hereby; and should mortgagee become involved in litigation, in maintaining the security created by this mortgage or its priority, or validity, or any rights or interests hereunder, then this mortgage shall secure the repayment and recovery of all money, costs expenses or advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereof from the date of any such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of any and all interest when due, shall at the mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatsoever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgage's reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

B. S. Binns.

Anna L. Binns.

STATE OF IOWA, Madison County, ss:

On the 15th day of Febr. A. D. 1928, before the undersigned, Mayme Jones, a Notary Public in and for said Madison County, came B. S. Binns & wife Anna L. Binns to me personally

