BOONE BLANK BOOK CO., BOONE, IOWA. 21144-28

A. H. Rowe and wife, To The Macksburg National Bank.) Mortgage. (#2031 () Fee $1.20 / Filed for record on the 30th day of July, A. D. 1928 at 10:10 o'clock A. M. Gladys B. De Vault, Recorder

KNOW ALL MEN BY THESE PRESENTS: That A. H. Rowe and Nellie Rowe, husband and wife, of the county of Madison and State of Iowa, MORTGAGOR, and The Macksburg National Bank of Macksburg, Madison County, Iowa, MORTGAGEE,

Witnesseth, That mortgagor, in consideration of the sum of Three Thousand Ninety-one and 75/100 ($3091.75) 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 ($\frac{1}{2}$) of the North-east Quarter ($\frac{1}{4}$) and the North half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) except one (1) acre in the South-west corner. in Section 14, Township 74, North, Range 29, West of the 5th P. M., Madison County, Iowa.

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 there in, unto mortgagee, its successors or assigns forever; the intention being to convey an absolute title in fee to said premises. Except as to Mortgages now of record.

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; except as of Record 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 Three Thousand ninety-one and 75/100 ($3091.75) Dollars this day borrowed of mortgagee, with interest thereon at the rate of 8 per cent per annum from date, according to the tenor and effect of a certain promissory note dated July 28, 1928, executed by mortgagor and payable to the order of The Macksburg National Bank, of Macksburg, Iowa, at--------------, 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 committ 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 it all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, said mortgagee may pay such taxes and assessments, make such 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 mortgagee 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 a and costs of suit; all notwithstanding such premises may be the homestead of one or more of the defendatns and notwithstanding the parties liable for said debt may be solvent. The separate estate of mortgagor is pledged and shall 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 make 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 amortisation installment thereof, or of interest thereon, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, mortgagee may, withouth notice, declare the entire debt hereby secured immediately due and payable, and thereupon 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 foreclosure, 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 onlyoas to the sum past due without injury to this mortgage or the displacement or impairment of the lien thereof.

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

Dated this 28th day of July, 1928.

A. H. Rowe.

Nellie Rowe.

State of Iowa,

Madison County, ss:

On this 28th day of July, A. D. 1928, before me, John D. Callison, a Notary Pulbic in and for said County, personally appeared A. H. Rowe and Nellie Rowe, 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 thereinset forth.

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

John D. Callison.
Notary Public in and for said County.

NOTARIAL SEAL

My Commission expires July 4, 1930.

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