

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

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

MATT PARROTT & SONS CO., WATERLOO, IOWA *A79615

Loan No. C. M. Co. No. 1124599

John Spence and wife;

Samuel Spence TO THE COLLINS MORTGAGE COMPANY

Dated October 1st, 1928

STATE OF IOWA, Madison County, ss.

Filed for record the 9th day of October

A. D. 1928, at 3:25 o'clock P. M.

#2490 Gladys B. DeVault, Recorder

Deputy

Recording Fee, \$1.30

THIS INDENTURE, made the 1st day of October, A. D. 1928, between

John Spence and Gertrude Spence, his wife; Samuel Spence, widower

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

WITNESSETH: That the said parties of the first part, in consideration of Six Thousand 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 North Half of the Northeast quarter of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., containing 80 acres, more or less, according to the Government Survey thereof.

For Assignment of annexed Mortgage see Mortgage Record 80 Page 340

For Release of annexed Mortgage see Mortgage Record 11 Page 28

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 parties 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 John Spence and Gertrude Spence, his wife; Samuel Spence, widower,

...said parties...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 Six Thousand and No/100----- Dollars

with interest, according to the terms of a promissory note bearing even date herewith executed by

John Spence and Gertrude Spence, his wife; Samuel Spence, widower,

...said parties...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 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 parties 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 parties 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, for the purpose of the party of the second part, and without notice to the parties 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 parties of the first part, or any person claiming under them 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 parties 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 parties of the first part hereunto set their hands the day and year first above written.

In presence of John Spence Gertrude Spence Samuel Spence

STATE OF IOWA, Madison COUNTY, ss. Will H. Henry, a Notary Public in and for Madison County, Iowa, On this 9th day of October, A. D. 1928, before me personally appeared John Spence and Gertrude Spence, his wife; Samuel Spence, widower,



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

Will H. Henry, Madison Notary Public in and for Madison County, Iowa.