

# Mortgage Record, No. 81, Madison County, Iowa

629

JENKINS-FERGEMANN & CO., WATERLOO, IOWA—NO. 6051

SEAL

Mayme Jones  
Notary Public Madison County, Iowa.

A. D. Benson and wife

Filed for record the 25 day of February,  
A. D., 1928, at 1:45 o'clock P. M.

to

#493  
Fee \$ .90 ✓

F. M. Dean

Gladys B. DeVault, Recorder,  
Ercell M. Knott, Deputy.

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That A. D. Benson and Nellie H. Benson, his wife of Madison County, and State of Iowa, in consideration of the sum of Eight Thousand Dollars in hand paid by F. M. Dean, of Greene County, State of Iowa, do hereby sell and convey unto the said F. M. Dean the following described premises, situated in the County of Madison, State of Iowa, described as follows, to-wit:

The Northwest Fractional Quarter (NW Fr  $\frac{1}{4}$ ) of Section Four (4), in Township Seventy-four (74), North Range Twenty-nine (29) West of the 5th P. M., containing in all 158.34 acres.

There being a first mortgage of \$12,000 on this same land which matures prior to the maturity of this mortgage and to which this mortgage is made subject, permission is given to substitute a new first loan of \$12,000 ahead of this loan at the maturity of the present first mortgage, or of any renewal thereof; and F. M. Dean agrees to release this mortgage and accept a renewal or renewals thereof in order that the first mortgage or any renewal thereof, during the term of this mortgage, may be renewed or extended as a first lien on said land.

and also all of the rents, issues, use and profits of said land and the crops raised thereon from now until the debt secured hereby shall be paid in full.

The said A. D. Benson and Nellie H. Benson represents to and covenants with the said F. M. Dean that said premises are free from incumbrance, except mortgage of \$12,000.00, and will warrant the title thereto against the lawful claims of all persons whomsoever; and the said Nellie H. Benson hereby releases all right of power in and to the above described premises.

To be void upon condition that if the said mortgagors, heirs, executors or administrators shall pay or cause to be paid to the said mortgagee, or assigns, the sum of Eight Thousand Dollars on the 1st day of March, 1928, with interest thereon from March 6, 1926 until paid, at the rate of 5 per cent per annum, payable semi-annually, and eight per cent per annum on principal and interest after due, according to the one promissory note of the said A. D. Benson and Nellie H. Benson, his wife, payable to said F. M. Dean and bearing date January 10, 1926, otherwise to remain in full force.

AND IT HEREBY IS AGREED, That if the said mortgagor allow the taxes to become delinquent upon said property, or fail to pay the principal or interest on said note as the same becomes due, or commit waste on said premises, the entire debt secured hereby shall become due and payable at once at the option of the holder thereof, and the mortgagee,

Deed of Mortgage  
of Madison County, Iowa, on page 20, recorded  
in the District Court,  
Madison County, Iowa,  
March 23, 1928.  
Clerk District Court.

630  
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heirs, or assigns may, without demand or notice, proceed at once to foreclose this mortgage. It is also further agreed, that the holder of said note may pay off any lien on said land for taxes or otherwise; and this mortgage shall stand as security for the amount so paid, with interest thereon at eight per cent per annum from date of payment hereof, and be included in any judgment or decree rendered hereon. And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a reasonable attorney's fee.

It is also agreed that in case of default in any respect the mortgagee, either before, or on the commencement of an action to foreclose this mortgage, or any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the said premises and to rent the same, collect the rents and profits therefrom, for the benefit of said mortgagee, and such right shall in no event be barred, forfeited, or retarded by reason of a judgment decree, or sale in such foreclosure, and the right to have such receiver appointed upon application of the mortgagee shall exist regardless of the fact of solvency or insolvency of the debtor or mortgagor, and regardless of the value of said mortgaged premises or the waste, loss, and destruction of the rents and profits of said mortgaged premises, during the statutory period of redemption.

Made and executed this 10th day of January, 1928.

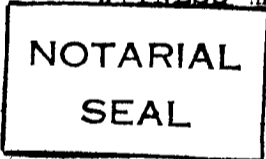
A. D. Benson

Nellie H. Benson

STATE OF IOWA, Madison County ) ss:

BE IT REMEMBERED, That on this 10th day of January, A. D., 1928, before the undersigned, Eugene Wilson, a Notary Public in and for said county, personally came A. D. Benson and Nellie H. Benson, his wife, to me personally known to be the identical persons whose names are affixed to the within instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial seal the day and year above written.



My commission expires July 4, 1930.

Eugene Wilson  
Notary Public in and for  
Madison County, Iowa.

Chris Mensing and wife

Filed for record the 25 day of February,