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Mortgage Record, No. 81, Madison County, Iowa

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

heirs, or assigns may, without demand or notice, proceed at once to foreclose this mort-

SEAL

My commission expires
July 4, 1930.

Notary Public in and for
Madison County, Iowa.

Chris Mensing and wife
to
W. E. McCreight

#496
Fee \$.90

Filed for record the 25 day of February,
A. D., 1928, at 2:50 o'clock P. M.

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

MORTGAGE

FOR THE CONSIDERATION of Five Thousand and no/100 Dollars, Chris Mensing and Emma Mensing, husband and wife, of Adair County, Iowa, first party hereby convey to W. E. McCreight of Adair County, Iowa, second party, the following real estate situated in Madison County, Iowa, described as follows, to-wit:

Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section Seven. Also the following described tract of land, to-wit: Commencing at the Northeast corner of the North Half of the Southeast Quarter of Section Eighteen, Township Seventy-six North, Range Twenty-eight, west of the 5th P. M. Iowa, and running thence West 1848 feet, thence south 1320 feet, thence East 808 feet, thence north 62 degrees, east 402.3 feet, thence north 48 degrees, east 230 feet, thence north 38 degrees east 565 feet, thence north 26 degrees east 396 feet, thence north 149 feet to place of beginning. All in township 76 North, Range 28 West of 5th P. M., Iowa, containing in all 125.6 acres.

The said first party hereby warrants the title against all persons whomsoever.

To be void upon conditions that said Chris Mensing and Emma Mensing pay said second party or assigns Five Thousand and no/100 Dollars on the 1st day of March, 1933, with interest thereon from March 1, 1928, at the rate of five per cent per annum, payable annually on the 1st day of March in each year, according to the tenor of one note of even date herewith, with interest thereon at the rate of eight per cent per annum after maturity, payable annually at the Adair County Bank, Greenfield, Iowa,

Elmer Foster
For Assignment of Annexed Mortgage See
Mortgage Record 65 Page 11

Released after
For Assignment of Annexed Mortgage See
Mortgage Record 94 Page 306

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JENKINS-FERGEMANN & CO., WATERLOO, IOWA-NO. 6081

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party hereby pledges all the rents, issues, profits and income of the mortgaged premises to the payment of the debt secured hereby. Said first party shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, and should any reduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof required of the mortgagee or assigns, then said mortgagor shall pay the taxes on this mortgage and the debt hereby secured before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than Two Thousand and no/100 Dollars, delivering all policies and renewal receipts to said second party, and in case the taxes are not so paid, or the insurance so kept in force by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended and this mortgage shall stand as security therefor, and said first party shall pay, in case of suit, a reasonable attorney's fees and expenses of continuation of abstract and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectable, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and said second party or assigns may take possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of said second party, at any time after default of the first party as to any of the provisions hereof, either independently or in connection with foreclosure, and if in connection with foreclosure, may be appointed at the commencement of the suit or during its pendency, or after decree of sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

All money paid by said second party or assigns, for insurance, taxes, abstract, or to protect the lien of this mortgage, shall bear interest at the rate of eight per cent per annum, payable annually, and be a lien on said land under this mortgage.

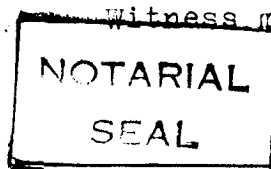
Dated this 24 day of February, 1928.

Chris Mensing
Emma Mensing

STATE OF IOWA, Adair County) ss:

On this 24 day of February, 1928, before me a Notary Public in and for Adair County, Iowa, personally appeared Chris Mensing and Emma Mensing, husband and wife to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.



W. R. Alley
Notary Public in and for Adair County, Iowa.

Sarah F. Peters

to
Madison County State Bank

#499
Fee \$.50 ✓

Filed for record the 25th day of
February, A. D., 1928, at 3:35 o'clock
P. M.

Gladys B. DeVault, Recorder.

Assignment of Mortgage

FOR VALUE RECEIVED, I, Sarah F. Peters, of the County of Madison and State of Iowa, do hereby grant, bargain, sell, assign, transfer and set over to Madison County State Bank,