

213
Real Estate Mortgage Record, No. 80, Madison County, Iowa

Form No. 54—Bankers Life Company, Des Moines, Iowa, containing 1054 printed words

MATT PARROTT & SONS CO., WATERLOO, IOWA B3540 (Revised 12-23-27)

MORTGAGE

No. 97

W. Doyle Roby and Wilma Roby

TO THE

BANKERS LIFE COMPANY, DES MOINES, IOWA

STATE OF IOWA, Madison County, ss.

Filed for Record the 14th day of January

A. D. 1928, at 9:20 o'clock A. M.

Gladys B. DeVault

By Erce M. Knott

Recording Fee, \$.80

FOR THE CONSIDERATION OF Fourteen Thousand (\$14,000.00)

DOLLARS

We, W. Doyle Roby and Wilma Roby, husband and wife,

of Madison

County, Iowa

, hereinafter called "first parties," hereby sell and convey to the BANKERS

LIFE COMPANY, of the County of Polk and State of Iowa, hereinafter called "second party," the following described real estate situated in

Madison

County, Iowa, described as follows, to-wit:

The Southwest Quarter of the Southwest Quarter (except the North One (1) rod thereof) of Section Fourteen (14) and the Southeast Quarter of the Southeast Quarter (except the Railroad right of way as now located) of Section Fifteen (15) and the West Half of the Northwest Quarter and the North Half of the Southwest Quarter (except Railroad right of way as now located) and the West half of the Northwest Quarter of the Southeast Quarter and the East Thirty (30) acres of the Southwest Quarter of the Southeast Quarter (except the East Twenty-one (21) feet thereof) of Section Twenty-three (23), all in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M. Containing 290 acres.

and also all the rents, issues, uses, profits, and income therefrom, and all the crops at any time raised thereon from the date of this agreement until the terms of this instrument are complied with and fulfilled.

Said first parties have and to hold the same, together with all hereditaments and appurtenances thereunto, belonging or in anywise appertaining, unto said second party and its successors and assigns, forever and the said first parties do covenant with said second party, to rent the same, and to collect the rents and profits therefrom for the benefit of said second party, and such receiver shall be appointed upon the application of said second party at any time after default of said first parties in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure or when suit is begun or at any time thereafter, and such right shall in no event be barred, forfeited, or retarded by reason of delay or of a judgment, decree, or sale ordered in any suit, and, further, such right to have such receiver appointed upon application of said second party shall exist regardless of the solvency or insolvency of said first parties, or any of them, or of their successors or assigns, and irrespective of the value of said premises, or of the amount of waste, loss or destruction of the premises or of the rents and profits thereof. Such taking of possession by the receiver shall in no way retard collection or the institution of suit. The receiver shall be held to account only for the net profits derived from said property.

It is agreed that if said first parties fail to keep and perform any of the agreements of this instrument or cause or suffer default therein or thereof in any respect, the said second party, either before commencement of suit or at any time thereafter, shall be entitled to the possession of said property real and personal and to the appointment of a receiver, who shall have power to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of said second party, and such receiver shall be appointed upon the application of said second party at any time after default of said first parties in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure or when suit is begun or at any time thereafter, and such right shall in no event be barred, forfeited, or retarded by reason of delay or of a judgment, decree, or sale ordered in any suit, and, further, such right to have such receiver appointed upon application of said second party shall exist regardless of the solvency or insolvency of said first parties, or any of them, or of their successors or assigns, and irrespective of the value of said premises, or of the amount of waste, loss or destruction of the premises or of the rents and profits thereof. Such taking of possession by the receiver shall in no way retard collection or the institution of suit. The receiver shall be held to account only for the net profits derived from said property.

TO BE VOID UPON THE CONDITION that said first parties keep and perform all the conditions hereof and pay said second party or its assigns

Fourteen Thousand (14000.00) -----

DOLLARS

on the first day of March, 1935 with interest thereon from March 1, 1928 at the rate of five per cent

per annum, payable semi-annually, on the first days of March and September in each year, according to

the tenor of one principal mortgage note, of even date herewith made to the order of said BANKERS LIFE COMPANY, with interest thereon at the rate of eight per cent per annum after due, payable at the office of the BANKERS LIFE COMPANY, at Des Moines, Iowa.

Said first parties shall pay all the taxes and assessments upon said property in any manner laid or assessed, including personal taxes, and all taxes or assessments that may be levied on this mortgage or on the debt hereby secured or that may be payable by or chargeable to the holder hereof or the owner of the debt hereby secured on account of such ownership, before delinquent and said first parties shall not suffer waste, shall keep all buildings on said premises insured to the satisfaction of said

second party in a sum not less than Thirty Five Hundred (3500.00) ----- DOLLARS

and shall deliver all policies and renewal receipts to said second party and if the taxes are not so paid, or the insurance so kept in force by said first parties, said second party shall have the right to pay such taxes and keep the property insured and recover the amount so expended, and said first parties shall pay in case of suit, a reasonable attorney's fee and the expenses of continuation of abstract, and, in fact, all expenses and attorney's fees incurred by said second party or its 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, shall cause the whole debt to at once become due and collectible, if said second party or its assigns so elects, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary before commencement of suit for the collection of the debt hereby secured, or any part thereof, or the foreclosure of this mortgage. Said second party or its assigns may take possession of said property and account only for the net profits.

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

If said first parties keep and perform all the agreements of this mortgage, then these presents shall be void, otherwise in full force and effect. If this mortgage is released of record, the release therefor shall be filed and recorded at the expense of said first parties.

Dated this 3rd day of January, 1928

W. Doyle Roby

Wilma Roby

STATE OF IOWA, County of Madison ss:

Harry F. Anderson

On this 12th day of January, A. D. 1928, before me, a Notary Public in and for said County of

Madison

and State of

Iowa

, personally appeared W. Doyle Roby and

Wilma Roby

, husband and wife,

to me personally known to be the identical person s whose name s 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.

Harry F. Anderson

Notary Public,

Madison

County, Iowa

