

Mortgage Record, No. 82, Madison County, Iowa

Earl Seward

Filed for record the 7 day of June A.D.
1929 at 11:00 o'clock A. M.

to

#1158

Albert Larson

Fee \$1.10

Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT Earl Seward, single of the County of Madison and State of Iowa, parties of the first part, in consideration of the sum of One Thousand Three Hundred NO/100 DOLLARS in hand paid by Albert Larson party of the second part, the receipt whereof is hereby acknowledged, do hereby SELL and CONVEY unto the said party of the second part, its successors and assigns FOREVER, the following described Real Estate, situated in the County of Madison and State of Iowa, to-wit:

The West half of the Southwest quarter ($\frac{1}{4}$) except a strip 20 feet wide, and 31 rods long, commencing 6 rods North of the Southwest corner of the Northwest Quarter of the Southwest Quarter, thence North 31 rods thence 20 feet East, thence South 31 rods, thence West 20 feet to the beginning, also Southwest quarter of Northwest quarter all in Sec. 21, Twp 74, Range 27, W. 5th P. M. and all and singular tenements, hereditaments and appurtenances thereunto belonging, together with all crops or rents and profits thereof. And the said parties of the first part hereby covenant with the party of the second part, that they have good right to sell and convey said premises, that they are free from incumbrance, and that they will warrant and defend said premises against the lawful claims of all persons whomsoever, and the said.....hereby releases all right of dower, and said parties of the first part relinquish and convey all rights of homestead in said premises.

To be void if said Earl Seward shall pay the said Albert Larson successors or assigns, the following Promissory Note One dated March 1st, 1929, and described as follows, to-wit:

One for One thousand three hundred and NO/100 DOLLARS, payable March 1st, 1934 and bearing 5 per cent, payable annually, according to the tenor and effect of said note of even date herewith, and payable at the Harlan National Bank, Harlan, Iowa. And it is hereby stipulated

FIRST--That should any of the said interest not be paid when due, it shall bear interest at the rate of eight per cent per annum from the time the same becomes due and this mortgage shall stand as security therefor.

SECOND--The first party will pay all taxes and assessments levied upon said real estate, and also all taxes assessed against the second party, successors, or assigns, on the note or debt secured hereby before the same become delinquent, also all liens, claims, adverse titles, and incumbrances on said premises; and if any of said taxes, assessments, liens or claims be not paid by the first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

THIRD--That so long as this mortgage shall remain unpaid, the first party shall keep the buildings on said premises insured in some responsible Company, or Companies, approved by party of second part, and for its benefit in the sum of not less than One Thousand and no/100 DOLLARS and if the party fail to effect such insurance in manner agreed, then the second party may effect such insurance, and the amount paid for such purposes by the second party shall be recovered from first party, with eight per cent per annum interest thereon and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

FOURTH--That the said party of the first part shall keep all buildings, fences, or other improvements on said Real Estate in as good repair and condition as the same are

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BOONE BLANK FDD-6 CO., FIDONE, IOWA 27143-28

at this date; suffer no waste, nor allow said premises to depreciate in value by any act or neglect.

FIFTH--It is further stipulated and agreed, that the failure to pay any of said money; either principal or interest within twenty days after the same becomes due, or a failure to comply with any of the foregoing conditions or agreements shall cause the whole sum of money herein secured to become due and collectible at once if the holder of said note so elect, without notice to said first party or his assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs.

SIXTH--And it is further agreed, that, in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee may be taxed by the Court in favor of plaintiff's attorney against said mortgagors, as part of the costs.

SEVENTH--It is hereby also understood and agreed that in the event the party of the second part institutes foreclosure proceedings under this mortgage, that the Court shall appoint a receiver who shall take charge of the premises and property covered by this mortgage, and that the receiver so appointed is hereby authorized to collect the rents due or becoming due, and said money so collected shall be applied on the principal and interest on the note or notes covered by this mortgage. It is further understood and agreed that in the event the premises covered by this mortgage are occupied by the owner then the receiver so appointed shall take charge of the crops in due time, and when said crops are sold, the proceeds shall also be applied on the principal and interest of the note or notes secured by this mortgage.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set my hand and seal this 31 day of May, A. D., 1929.

Earl Seward, (Seal)

STATE OF IOWA, Madison County, ss.

I HEREBY CERTIFY, That on this 31 day of May A. D., 1929, before me P. F. Beeler a Notary Public in said County, personally appeared Earl Seward to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as mortgagors, and acknowledged the execution of said instrument to be their voluntary act and deed.

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

NOTARIAL
SEAL

P. F. Beeler,

Notary Public in and for Shelby County,
Iowa.