

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

Form No. 87—Collins Mortgage Company, containing 1,234 printed words. (Revised April, 1929)

MATT PARKOTT & SONS CO., WATERLOO, IOWA B28484

Loan No. C. M. Co. No. 8025949  
Vernie E. Lewis, Guardian, et al,  
TO THE  
COLLINS MORTGAGE COMPANY  
Dated August 1 1929

STATE OF IOWA, Madison County, ss.  
Filed for Record the 12 day of August  
A. D. 1929, at 4:30 o'clock P. M.  
Mildred E. Knott, Recorder  
#1630 By Zelda Wildin, Deputy  
Recording Fee, \$ 1.40

THIS INDENTURE, made the first day of August, A. D. 1929, between Vernie E. Lewis, Guardian of Anna J. Berry, minor, Ada F. Gibbs and Alva D., her husband;  
parties of the first part, hereinafter called Mortgagor S., and COLLINS MORTGAGE COMPANY, a corporation, hereinafter called Mortgagee:  
WITNESSETH, That the said Mortgagors, in consideration of Six Thousand Five hundred 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 Mortgagee, and its successors and assigns forever, the following described Real Estate situated in the County of Madison and State of Iowa, to-wit:

The South Half of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter (except 1 acre for church in Northwest corner) all in Section Thirty-two (32) Township Seventy-four (74) North of Range Twenty-eight (28) West of the 5th P. M., containing 119 acres, more or less, according to the Government Survey thereof.

Decree of foreclosure of this mortgage entered 5/13/35 in the District Court of Madison County, Iowa, on case 570 record 47 of 1935  
6/17/36  
Res. H. Johnson  
Deputy District Court.

Together with the privileges and appurtenances to the same belonging 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.

TO HAND AND TO HOLD the same to the said Mortgagee, its successors and assigns, forever.

And the said Mortgagor S. 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.

Equitable Life Insurance Society of the U.S.  
For Assignment of Annexed Mortgage see

Mortgage Record 80 Page 443

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

CONDITIONED, HOWEVER, That if Vernie E. Lewis, Guardian of Anna J. Berry, minor, Ada F. Gibbs and Alvan D., her husband;

said Mortgagor S 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 Five Hundred and No/100 - - - - - DOLLARS

with interest, according to the terms of a promissory note bearing even date herewith executed by Vernie E. Lewis, Guardian of Anna J. Berry, minor, Ada F. Gibbs and Alvan D., her husband;

said Mortgagor, to the said Mortgagee; 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 Mortgagee, 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 Mortgagee, its successors or assigns, for the insurable value thereof (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 Mortgagee, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said Mortgagee, 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 Mortgagee, 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 Mortgagee, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said Mortgagor S 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 Mortgagor S 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 Mortgagee, 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, without notice to Mortgagor S, upon the expiration of thirty days thereafter, or at the option of the Mortgagee, at any time within said thirty days period, 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 Mortgagee, its successors or assigns, or the purchaser at such sale, may at once, irrespective of the solvency or insolvency of the

Mortgagor S or the then owner of the realty herein described, and without notice to the Mortgagor S, 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 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 Mortgagor S 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 S their hand S the day and year first above written.

IN PRESENCE OF

Vernie E. Lewis  
Guardian of Anna J. Berry, minor.

Ada F. Gibbs

Alvan D. Gibbs

STATE OF IOWA, Madison COUNTY, ss.  
On this 5th day of August, A. D. 1929, before me Will H. Henry,  
a notary public in and for Madison County, Iowa, personally appeared Vernie E. Lewis, Guardian of Anna J. Berry, minor, Ada F. Gibbs and Alvan D., her husband;



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

Will H. Henry

Notary Public in and for Madison County, Iowa.

State of Iowa, )  
-SS.  
Madison County. )

I, C. E. Spurgin, Clerk of the District Court of Madison County, Iowa, do hereby certify that the within and foregoing mortgage executed by Vernie E. Lewis, Guardian of Anna J. Berry, minor, as therein stated, to COLLINS MORTGAGE COMPANY, was, on the tenth day of August, A. D. 1929, presented to the Court for approval, and that the same was by said Court approved and by direction of said Court, said approval is hereon endorsed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Court this twelfth day of August, A. D. 1929.

C. E. Spurgin

(SEAL OF THE DISTRICT COURT)

Clerk of the District Court of the State of Iowa, within and for Madison County.