

Mortgage Record, No. 82, Madison County, Iowa

J. P. Small

to

The Union Central Life Insurance Company

#1965

Fee \$1.30

Filed for record the 24 day of September A. D. 1929 at 4:00 o'clock P. M.

Mildred E. Knott, Recorder.

MORTGAGE

IN CONSIDERATION OF Four Thousand and 00/100 DOLLARS, J. P. Small, single, of Madison County, State of Iowa, party of the first part, hereby convey to THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation of Cincinnati, Ohio, party of the second part, the following real estate situate in Madison County, Iowa, described as follows, to wit:

The South Half of the Northeast Quarter of Section Two, Township Seventy-Four North, Range Twenty-Six, West of the fifth P. M., containing 80 acres more or less according to Government survey.

And the party of the first part does hereby sell and convey to the party of the second part, or to the holder of this mortgage and the debt secured hereby, all of the rents, issues, use and profits, and the crops raised on the foregoing described real estate from now until the debt secured by this mortgage shall be paid in full.

The said party of the first part hereby warrant the title against all persons whomsoever. To be void upon condition that said party of the first part pay said party of the second part, its successors or assigns, all money advanced under this mortgage and the certain promissory notes of even date of the said J. P. Small, single, as well as any and all renewals or extensions of said notes or of said indebtedness, or of any part thereof, however evidenced, with interest on such renewals, extensions or indebtedness, at such rate of lawful interest as may be agreed upon and any notes given for interest covering any renewals or extensions of said notes or indebtedness, with interest thereon from maturity of the same (which renewals or extensions of the notes or debt, or any part thereof, hereby secured, or any change in the terms of or rate of interest payable on same, shall not impair in any manner the validity of, or priority of this mortgage); said notes are further described as follows:

The first note being for Two Hundred Ninety and 60/100 DOLLARS and the remaining 29 notes for Two Hundred Ninety-and 60/100 DOLLARS each; the first note being payable on May 1, 1930, and one of the remaining notes being payable on same day in each of the succeeding years, or prior to maturity in accordance with stipulation therein, to said party of the second part or order at the Home Office of said party of the second part in Cincinnati, Ohio, with interest after maturity, until paid at the rate therein specified.

The right is hereby given by the party of the first part and reserved by the party of the second part, its successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to

For Release of annexed Mortgage see Mortgage Record No. 82 Page 556

Mortgage Record, No. 82, Madison County, Iowa

BOOK BLANK BOOK CO., BOONE, IOWA. 2114-28

or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or the priority of this mortgage on the security remaining.

Said party of the first part shall keep said real estate and all buildings and other improvements thereon in as good condition and repair as of this date and shall not commit or suffer waste; shall pay all taxes, charges and assessments upon said real estate or on this mortgage or the debt secured hereby laid or assessed in Iowa, when due, also personal taxes and shall deliver to said party of the second part receipts of the proper officers for the payment thereof; shall keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of said party of the second part, delivering all policies and renewals thereof to said party of the second part, and hereby assigns and transfers to said party of the second part all right and interest in all policies of insurance carried or to be carried on said real estate; and upon satisfaction of this mortgage will accept from the party of the second part a duly executed release of the same, have it recorded and pay the cost of recording; and shall pay, in case of suit, all reasonable attorneys' fees and expenses of continuation of abstract, and all expenses and attorneys' fees incurred by said party of the second part or assigns by reason of litigations with third parties to protect the lien of this mortgage or if any note secured hereby is placed in the hands of an attorney for collection and be collected without suit.

In case of failure to pay the taxes, liens, assessments, charges, costs and attorney's fees as aforesaid, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, costs and attorney's fees and effect such insurance, and the amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the rate of 8 per centum per annum, and such amounts shall be secured hereby.

A failure to comply with any one of the agreements hereof shall cause the whole debt to become due and collectible, if said party of the second part or assigns so elect, and no demand for fulfillment of broken conditions or 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 party of the second part or assigns may take immediate possession of said land and of the crops matured or growing thereon and account for the net profits only.

In event of the foreclosure of this mortgage for any reason, said party of the second part shall be entitled to take immediate possession of said real estate, and the Court, or any Judge thereof, upon application therefor, shall appoint a receiver for said real estate and said crops. Said taking possession shall in no way retard collection or foreclosure.

Dated this 1st day of May A. D., 1929.

J. P. Small

STATE OF IOWA, County of Madison ss.

On this 23rd day of September A. D. 1929 before me, W. F. Craig, a notary public in and for Madison County, State of Iowa, personally appeared J. P. Small, single, to me personally known to be the identical person named in and who executed the foregoing mortgage, and acknowledged that he executed the same as his voluntary act and deed.

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

**NOTARIAL
SEAL**

W. F. Craig
Notary Public in and for Madison County,
State of Iowa.