

Mortgage Record, No. 82, Madison County, Iowa

Anna M. Rapp and
Jacob G. Rapp

#2032

Filed for record this 3 day of October
A. D. 1929, at 11:00 o'clock A. M.

to

Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

Fee \$1.30

Mary E. Slade

MORTGAGE

THIS INDENTURE, made and executed this 1st day of October, 1929, by and between Anna M. Rapp and husband Jacob G. Rapp of Madison County, Iowa, of the first part and Mary E. Slade of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of Six Thousand (\$6000.00) Dollars, in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted and sold, and do by these presents Grant, Bargain, Sell, Convey and Confirm unto the said second party, her heirs, successors and assigns forever, the following described real estate situated in Madison County, Iowa, to-wit:

The East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section Thirty-five, Township Seventy-four, Range Twenty-eight,

with all appurtenances thereto belonging, together with the rents, issues and profits thereof.

All right of Homestead, contingent interest known as Dower, and other right of every description, had, owned, or in expectancy by any of said grantors, are hereby released and conveyed.

TO HAVE AND TO HOLD the same unto the second party, her successors and assigns forever.

The said Anna M. Rapp and Jacob G. Rapp represent to and covenant with second party that they have full right, power and authority to sell and convey said premises, that they are free from every incumbrance, and that they will warrant and defend the title thereto against all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the following express conditions, that if the said Anna M. Rapp and Jacob G. Rapp shall pay to the said Mary E. Slade, her heirs or assigns, the sum of Six Thousand (\$6000.00) Dollars, on the first day of October, 1932, with interest thereon from this date until due at the rate of six (6) per cent per annum, payable semi-annually, and with eight (8) per cent per annum interest on all payments in arrear, according to the promissory note of the said Anna M. Rapp and Jacob G. Rapp of even date herewith, and shall pay all taxes and assessments levied upon said mortgaged premises, before the same shall become delinquent, and shall keep and maintain said premises and the buildings and improvements thereon, in as good repair substantially, as they now are, and shall keep said buildings insured during the existence of this mortgage, in at least the sum of One Thousand (\$1000.00) Dollars, in such insurance companies as shall be approved by second party, and shall deliver the insurance policies, and renewal receipts to the second party, as further security for the payment of the sums herein mentioned, the avail thereof, in the event of loss, to be received by said second party at its option, and applied toward the payment of the amount secured by this mortgage, then these presents to be void, otherwise to be and remain in full force and virtue.

And it is expressly agreed and understood by the parties hereto, and made a part of this mortgage that in the event of the non-payment of said promissory note, at maturity, or the interest on said note within thirty days after due, or the failure of the said first parties to keep and perform any of the agreements, stipulations, covenants, or conditions herein mentioned and set forth, the whole amount of principal and interest secured by this mortgage then unpaid shall at the option of the said second party, become

Decree of foreclosure of this mortgage entered in the Clerk's Office of Madison County, Iowa, on page 82 of said record. H. H. Clerk District Court.

Mortgage Record, No. 82, Madison County, Iowa

BOONE BANK BOOK CO., BOONE, IOWA. 21143-28

absolutely due and payable, and no demand for fulfillment of any broken condition or notice of election to consider the debt due and foreclose the mortgage shall be necessary previous to commencing legal proceedings to collect the debt, or any part thereof, or to foreclose this mortgage, and said second party may, if it is so elect, pay any delinquent taxes, or make such insurance, and any moneys so expended shall become a part of the principal secured by this mortgage, in addition to the note above described, and shall draw eight per cent interest per annum, as is above agreed upon, and in case of the institution of legal proceedings, by foreclosure or otherwise, to collect said mortgage debt, or the collection of the same, or any part thereof, by attorney, a reasonable attorney's fee, as provided by law, also the cost and expense of an abstract of the title necessary to bring foreclosure action, shall be allowed therefor, and added to said debt, and become a lien on said premises; and such fee and expense shall be taxed as part of the costs in any judgment or decree rendered in such proceedings.

It is also further expressly agreed and understood, that in case of default in any respect, so that this mortgage shall become due, the rents and profits of said real estate and its appurtenances are hereby pledged to the payment of the interest, taxes, insurance, cost of abstract, expense of defending title, and principal secured under this mortgage; and that as auxiliary and in aid of foreclosure, the holder of the mortgage debt may, at his option, at any time during the pendency of proceedings to foreclose this mortgage, have a receiver appointed by the court having jurisdiction of such foreclosure, or in vacation by the judge of such court, to take possession of said mortgaged premises and rent the same and apply the rents under the direction of the court, to the discharge and payment of the costs of such receivership, foreclosure and mortgaged debt.

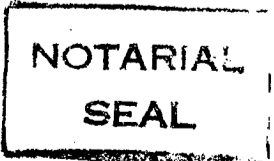
Taking possession by the mortgagee as herein provided shall in no manner prevent or retard the collection of the mortgage debt, or any part thereof, by foreclosure or otherwise; and if second party elect to foreclose, and if under subsequent execution at the Sheriff's Sale, said property does not sell for enough to satisfy the judgment, then second party shall be and is authorized to take, hold and continue such possession until the judgment is fully paid, or the time for redemption has expired; and in such event second party shall be liable to account to first party only for the net profits thereof.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Anna M. Rapp. (L.S.)
 Jacob G. Rapp (L.S.)

STATE OF IOWA:
 : ss.
 UNION COUNTY :

Be It Remembered, that on the 28 day of September, A. D. 1929, before me, the undersigned Rex M. Wilder a Notary Public in and for said County, personally appeared Anna M. Rapp and Jacob G. Rapp, wife and husband, to me personally known to be the identical persons whose names are affixed to foregoing mortgage deed as grantors, and acknowledged the execution of the same to be their voluntary act and deed.



Rex M. Wilder
 Notary Public in and for Union County,
 Iowa.