Mortgage Record, No. 82, Madison County, Iowa

E. M. Crosswait and wife

to

Earle M. Crosswait

#37 Fee \$1.20 /

day of January, a. D. at 1:05 o'clock P. M.

Mildred E. Knott, Recorder. Zelda Wildin, Deputy.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That we, E. M. Crosswait, and Agnes Crosswait, husband and wife, of the County of Polk, and State of Iowa, first party, in consideration of the sum of \$2,000,00, Two Thousand and No/100 Dollars, in hand paid by Earle M. Crosswait, of Melvin, Osceola County, and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, his (or its) heirs, successors and

Release Annexed Mortgage See

Mortgage Record, No. 82, Madison County, Iowa

assigns forever, the real estate situated in Madison County, Iowa, described as follows, to-wit:

The North 20 feet of Lot (3) Block (9) Original town of Earlham, Madison County, Iowa,

together with all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, until the said second party, his (or its) heirs, successors and assigns forever.

The said first party warrants the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises.

The Covenants and Agreements to be kept and performed are as follows:

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect.

and this mortgage shall stand as security therefor.

Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said acts shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor. It is firther agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such

Mortgage Record, No. 82, Madison County, Iowa

foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Dated Oct. 1st, 1928.

IN TESTIMONY WHEREOF, we have hereunto set our hands the day and year last above written.

E. M. Crosswait

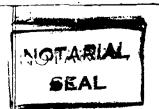
Agnes Crosswait

State of Iowa,) ss: County of Polk)

On this 7th day of January, A. D., 1929, before me, F. C. Upton, a Notary Public in and for the County of Polk, State of Iowa, personally appeared E. M. Crosswait and Agnes Corsswait to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they extended the same as voluntary act and deed.

NOTARIAL SEAL F. C. Upton Notary Public in and for Polk County, State of Iowa.

The Connecticut Mutual Life



My commission expired Feb. 1, 1933.