

Mortgage Record, No. 82, Madison County, Iowa

T. J. Crawford and wife
to
ANNIS & ROHLING COMPANY

#738
Fee \$1.90
IOWA FARM MORTGAGE

Filed for record on the 4 day of
April A. D. 1929 at 3:25 o'clock P.M.
Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

Metropolitan Life Ins. Co.
For Assignment of annuities Mortgage 82
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Know All Men By These Presents, That we, T. J. Crawford and A. Carrie Crawford, Husband and wife of the County of Madison and State of Iowa, party of the first part, in consideration of Eleven Thousand and no/100 DOLLARS, in hand paid, do hereby Grant, Bargain, Sell and Convey unto ANNIS & ROHLING COMPANY, a corporation of the State of Iowa, having its principal office located at Council Bluffs, Iowa, as hereinafter set forth, party of the second part, the following described real estate situated in the County of Madison and State of Iowa, to-wit:

The North Half of the Northeast Quarter, and the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter, in Section Nine (9), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P. M., T. J. Crawford and A. Carrie Crawford, husband and wife, do hereby sell and convey all of rents, issues, and profits, and crops raised thereon from now until the debt thereby secured shall be paid in full.

Together with the rents, issues, income and profits thereof, the buildings now or hereafter erected thereon, and all rights, interests and appurtenances thereto belonging including the right of dower.

To have and to hold the same unto the said second party, its successors and assigns forever.

And said party of the first part hereby covenant with said ANNIS & ROHLING COMPANY that they are lawfully seized of said premises; that they are free and clear of all liens and encumbrances, and they do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are executed upon the following conditions: That said T. J. Crawford and A. Carrie Crawford, husband and wife party of the first part, have executed and delivered to ANNIS & ROHLING COMPANY of Council Bluffs, Iowa, one certain promissory note as follows:

One for Eleven Thousand and no/100 Dollars of even date herewith, and maturing as therein provided on March 1st, 1964, and bearing interest at the rate which is payable in the manner therein specified; with interest after maturity as by terms therein provided.

Said party of the first part hereby expressly covenants and agrees:
1st. The party of the first part will keep all the improvements erected on said premises in good order and repair and will not do or premit waste of the said premises; that the party of the first part will not execute any mineral, timber, gas or oil mining lease nor premit any mining, cutting of timber or drilling for oil or gas on the above described property without first securing the written consent of said party of the second part, its successors or assigns.

2nd. To pay all legal taxes and assessments levied on said premises, or on this mortgage, or on the lein hereby created, or in Iowa on the note or debt hereby secured, before any penalty for non-payment attaches thereto.

3rd. Upon the violation of the foregoing undertaking or the passage of a law by the State of Iowa, or by the United States of America imposing payment of the whole, or any portion, of the taxes aforesaid upon the owner of said note, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the said party of the first part herein provided to pay any tax or taxes is legally inoperative, then and in any such event the debt before mentioned without any deduction shall, at the option

For assignment see entry Record 88-84

RECORDED IN THE DISTRICT COURT OF MADISON COUNTY, IOWA, on page 343, Record 82, dated May 13, 1929.

*Red Book
Clerk District Court*

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BOONE BLANK BOOK CO., BOONE, IOWA 211745-24

of the owner of said note become immediately due and collectible, notwithstanding anything contained in said note or this mortgage, or any law that may be hereafter enacted.

4th. To procure and deliver to said party of the second part a paid up policy or policies of insurance, and renewals thereof, on the buildings and improvements on said premises during the existence of this mortgage, in such company or companies as the said party of the second part may select, in the sum of \$3000.00, and having attached thereto such mortgage indemnity clauses as said party of the second part may name, for the further security of the holder of said note. The right of selection hereby given to said party of the second part may be exercised by it at any time during the existence of this mortgage; and if at any time said party of the second part may deem it advisable it may cause to be canceled any or all of the insurance policies issued on said buildings and improvements, and cause other policies, in a like aggregate amount, to be issued in their stead.

5th. In case of failure to pay the taxes and assessments or to procure said insurance, said party of the second part may, for the benefit of the holder of said note, pay such taxes and procure and pay for such insurance, and the sums so paid, with interest at the rate of eight per cent per annum, shall be repaid by the party of the first part, and the amount so paid shall be secured by this mortgage; and in case of loss and payment by any insurance company, the amount of insurance money paid shall be applied on the note aforesaid or in re-building, as the holder of said note shall elect; and said mortgagee is hereby empowered and authorized to receive and receipt for such insurance money from any such company.

6th. It is hereby specifically covenanted and agreed that the rents, uses, issues, income and profits of the land hereby conveyed, constitute a material part of the security furnished hereby for the payment of the indebtedness maturing hereunder, and that in the event of any default by the parties of the first part, or their successors in interest of any of the covenants in this instrument contained, a Receiver of all of said mortgaged property shall be appointed on the application of said second party either independently or in connection with foreclosure of this mortgage, and if in connection with foreclosure such Receiver may be appointed at the time of the commencement of the suit or at any time thereafter before the expiration of the time of redemption, such Receiver shall take immediate possession and charge of said mortgaged premises and hold the same until the debt hereby secured is fully paid, or until the time of redemption expires, and all rents, uses, issues, income and profits derived from said premises, less the cost and expenses of such receivership, shall be applied upon the debt secured hereby.

Party of the first part may enjoy the uses, rents, issues and profits without let or hindrance so long as such party is not in default in the payment of interest, installments of principal, taxes and performance of the covenants and conditions of this mortgage. Provided however, that he shall not collect the rents in advance and the rents for each year are specifically pledged for the payment of all sums secured hereby and maturing during such year.

7th. In the event of the foreclosure of this mortgage, to pay a reasonable attorney's fee, the cost of extending abstract, and all costs.

8th. The party of the second part, at its option, may advance and pay when due any taxes, liens, judgments, assessments, insurance premiums or any sum of money that may be necessary to perfect or to protect the title of said real estate or preserve the security of the note above described. All moneys paid by second part, by authority hereof, shall bear interest at the rate of eight per cent per annum, and be a lien on said land under this mortgage.

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9th. That the said party of the second part, at its option, shall be subrogated to any demand, lien, claim or right paid or satisfied by or with the money paid to party of the first part as the proceeds of the above described loan or advanced hereunder or secured hereby.

And the said party of the first part hereby further covenants and agrees that if default be made in the payment of interest upon the principal note or any installment of principal thereon or any part thereof, when and as the same shall become due and payable by its terms, or in the payment of said note or any part thereof at maturity according to its terms, or in the payment of any tax or assessment or any part thereof, or in procuring or keeping up said insurance, or in keeping and performing any of the covenants and agreements herein contained, that then, the holder of said note may treat said note, moneys paid and advanced, as due and collectible, and an action may be commenced for the foreclosure of this mortgage and the sale of the property herein described to pay and satisfy the amount of said note, advances and costs, including cost of extending abstract and said attorney's fees.

The stipulation and provisions hereof are hereby made binding upon and shall be kept and performed by parties of the first part, heirs, executors, administrators and assigns; and all rights, privileges and options herein given to party of the second part shall inure to the benefit of its successors and assigns.

Now, if the party of the first part shall well and truly pay or cause to be paid the money in said note in time and manner as therein provided, with interest thereon according to the tenor and effect thereof, and shall duly keep and perform all the other covenants and agreements herein contained on their part to be kept and performed, then these presents shall be null and void, and this mortgage shall be deemed satisfied and the mortgagee shall release the same of record at the expense of the party of the first part.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands this twenty-second day of March, 1929.

T. J. Crawford

A. Carrie Crawford

STATE OF IOWA

ss.

Madison County

On this 23rd day of March 1929 before me, a Notary Public in and for said County personally came T. J. Crawford and A. Carrie Crawford, husband and wife personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and who executed the same and acknowledged the execution of the instrument to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date last above written.

NOTARIAL
SEAL

S. M. Hamilton

Notary Public in and for said County and
State.