

Mortgage Record, No. 82, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 21144-2H

David P. and Leo L. Brazzle

#766

Filed for record the 8 day of April
A. D. 1929 at 12:05 o'clock P. M.

to

Des Moines Life and Annuity Co.

Fee \$1.30 ✓

Mildred E. Knott, Recorder.

MORTGAGE

THIS MORTGAGE Made this 6th day of April in the year of our Lord One Thousand Nine Hundred and Twenty-nine between David P. Brazzle, unmarried, Leo L. Brazzle, unmarried of the County of Madison and State of Iowa of the first part, mortgagor, and DES MOINES LIFE AND ANNUITY COMPANY whose postoffice address is Des Moines, State of Iowa, party of the second part, mortgagee,

WITNESSETH, That the parties of the first part, in consideration of the sum of Fifteen Thousand and No/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, its successors or assigns FOREVER, all that tract or parcel of land together with the use, income, rents, and profits

(over for Release.)

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thereof, lying and being in the County of Madison in the State of Iowa and described as follows, to-wit:

The West Half of the Northwest Quarter ($W\frac{1}{2} NW\frac{1}{4}$) except the West twenty (20) feet in width thereof, and the North one-half of the Southwest Quarter ($N\frac{1}{2} SW\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4} NE\frac{1}{4}$) and Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4} SE\frac{1}{4}$) All in Section Ten (10) Township Seventy seven (77), Range Twenty-six (26) West of the Fifth P. M.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining to the said party of the second part, its successors or assigns, FOREVER. And the said parties of the first part hereby expressly release and convey to the said party of the second part, all dower and homestead rights which they or either of them have in said premises. And the said parties of the first part, for their heirs, executors and administrators, do hereby covenant with the said party of the second part, its successors or assigns, that they are lawfully seized in fee of the aforesaid premises, and have good right and lawful authority to sell and convey the same; that the same are clear and free from all incumbrances, and that the said parties of the first part their heirs, executors, administrators and assigns, will forever warrant and defend the title to the same unto the party of the second part, its successors or assigns, against the lawful claims of all persons whomsoever.

PROVIDED, NEVERTHELESS, That if said parties of the first part their heirs, executors, administrators or assigns, shall pay or cause to be paid to the party of the second part, its successors or assigns, the sum of Fifteen Thousand and No/100 DOLLARS, according to the terms of one principal promissory note of even date herewith, for \$15,000.00 and due April 6th, 1934, and Ten certain interest coupon notes, one for the sum of \$393.75 due October 6, 1929 and Nine for Three Hundred Ninety-three and 75/100 DOLLARS each, and payable every six months thereafter; all payable at the office of said Company, in Des Moines, Iowa, and delivered unto the party of the second part, and all of which said parties of the first part hereby covenant and agree to pay; and shall also pay all taxes and assessments, real and personal, which are now or may be hereafter assessed against or become a lien upon said premises, as they shall become due, then this mortgage shall become void. The said party of the second part, in case default is made in the payment of any of the taxes or assessments aforesaid, may pay the same and recover of said first party the amount paid therefor, with interest at 8 per cent per annum payable semi-annually and this mortgage shall stand as security therefor.

The parties of the first part shall keep the buildings on said premises insured in a sound company acceptable to second party for the benefit of the Mortgagee in the sum of not less than.....Dollars and shall deliver to the party of the second part the policy with loss clause to mortgagee, and renewal receipts, and in case of neglect by the parties of the first part, the party of the second part may cause the same to be insured as aforesaid, and recover of the parties of the first part the amount paid for same and interest at eight per cent per annum, and this mortgage shall stand as security therefor.

Said first parties agrees not to waste said premises nor allow the same to depreciate in value by any act or neglect.

Should said first parties fail to pay any of said notes, principal, or coupon when due, or fail to perform all or singular the covenants and agreements herein contained, the whole sum hereby secured shall become due and collectible at once at the option of the second party, without notice to first parties, and this mortgage may thereupon be foreclosed

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for the whole sum hereby secured, interest and costs, without further notice. And it is further stipulated and agreed 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 mortgagor 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 costs 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 mortgagor, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, or at any time during the pendency of said action, 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 payment of taxes, repairs, interest, and on the debt secured hereby and as the court shall direct. 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.

IN WITNESS WHEREOF, the said parties of the first part have set their hand and seal the day and year first above written. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Leo L. Brazzle (Seal)

David P. Brazzle (Seal)

STATE OF IOWA
County of Madison ss.

On this 8th day of April in the year 1929, before me a Notary Public in and for said County and State Iowa personally appeared David Brazzle, never married, and Leo L. Brazzle, never married, known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledged the same to be their voluntary act and deed.

NOTARY
My commission expires July 4th 1930.
SEAL

W. T. Guiher

Notary Public in and for Madison County, Iowa.