

Mortgage Record, No. 79, Madison County, Iowa

MATT BARRETT & SONS CO. WATERLOO, IOWA. A51327 (2)

MORTGAGE

J. F. Roby and wife
TO

W. T. Guiher, Executor

Filed for record the 30 day of AprilA. D. 1929, at 4:25 o'clock P. M.Mildred E. Knott, Recorder.#924 By Zelda Wildia, Deputy.Recording fee, \$ 1.10

THIS MORTGAGE, Made the 30th day of April 1929, by and between
J. F. Roby and Ella Roby, husband and wife
 of Madison County, and State of Iowa, hereinafter called the mortgagors, and
W. T. Guiher, Executor of the estate of John A. Guiher
 hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of
Five Thousand & no/100 (\$ 5000.00) DOLLARS,
 paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the
 County of Madison, State of Iowa, to-wit:

The West Eighty nine & 39/100 acres of the South one fourth of Section
 Twenty three (23), and the West Three-fourths of the North half of
 Sec. Twenty six (26) except the right of way of Railroad, and that part
 of North West Quarter of the North West Quarter West of Railroad. Also
 the West Sixty six and one half (66½) acres of the North Half of the
 South West Quarter of Section Twenty six (26) all in township seventy
 four North of Range Twenty six (26) West of 5th P. M. Subject to a
 mortgage on part of said land for \$7000.00 to Mutual Benefit Life Ins.
 Co.

Decree of foreclosure of this mortgage
 entered, June 5, 1937, in District Court
 of Madison County, Iowa, Case No. 348, Record
 29 of said Court.
 1937

containing in all 400 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all
 persons whomsoever.

All rights of homestead and contingent interests known as dower, or however else, are hereby conveyed. To be void upon the following
 conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of
Five Thousand & no/100 (\$ 5000.00) Dollars, on the 1st day
 of January A. D. 1934, with the option to pay \$100.00 or any multiple there-
 of at any time

with interest according to the tenor and effect of the 5 certain promissory note s of the said

J. F. Roby and Ella Roby
 dated April 30 A. D. 1929, and all such other sums of money as may at any time be owing to the said mortgagee,
 according to the terms of such indebtedness, or of the conditions of this mortgage.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for
 the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

Third. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with
 all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect
 to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay
 off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum
 thereon from the date of such payments, and shall be secured hereby; and should mortgagee become involved in litigation, in maintaining the security created by this
 mortgage or its priority, or validity, or any rights or interests hereunder, then this mortgage shall secure the repayment and recovery of all money, costs, expenses, or
 advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part
 of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the
 date of any such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of any and all interest when
 due shall, at the mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues, and profits of said real property for the payment of said principal sum, interest, attorney's fees, and costs, and
 authorize, agree, and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which
 said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on applica-
 tion of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the
 same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said
 property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants, and assigns, and in case of the rent-
 ing or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on
 said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the
 suit and collected in the same manner.

In Witness Whereof, Signed by the mortgagors, the day and year first herein written.

J. F. RobyElla Roby

STATE OF IOWA, MADISON COUNTY, SS.

On the 30th day of April A. D. 1929, before the undersigned, a Notary Public in and for said
 County, came J. F. Roby and Ella Roby, husband and wife

to me personally known to be the identical person s whose name s are subscribed to the foregoing
 mortgage as maker s thereof, and acknowledged the execution of the same to be their voluntary act and
 deed.

Witness my hand and notarial seal, the day and year last above written.

N. E. Hollen

Notary Public in and for Madison County, Iowa.

