

Mortgage Record, No. 82, Madison County, Iowa

BOOK BLANK BOOK CO., BOONE, IOWA 21144-28

Notary Public in & for Madison Co. Iowa.

Julius E. Smith, et al,

#2516

Filed for record the 30 day of October
A. D. 1930 at 3:10 o'clock P. M.

to

Fee \$1.20 ✓

Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

Chris Wolf, et al

MORTGAGE

THIS MORTGAGE Made the 26th day of September 1930, by and between Julius E. Smith, unmarried, of Rochester, Minn., W. C. Smith and Susie Smith, his wife, of St. Charles, Ia., Samuel Johanson and Lizzie Johanson, his wife, of Elmore, Minn., and A. L. Smith and Goldie Smith, his wife, and R. L. Smith and Nancy Smith, his wife, of San Francisco, Cal., hereinafter called the mortgagor, and Chris Wolf and E. L. Schroppel, of Madison County, Iowa, hereinafter called the mortgagee.

WITNESSETH: That the mortgagor in consideration of the sum of Five Thousand and no/100 (\$5,000.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, heirs, executors, administrators, and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$), and the Southwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), and the East 28 acres of the Northwest Fractional Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), of Section Two (2); and the East 22 acres of the Northeast Fractional Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Three (3) (except a tract of land containing 2 acres used for church and cemetery purposes and described as follows:-Commencing at a point 20 rods North of the Southwest corner of said East 22 acres of said NE. $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 3, and running thence East 26- $\frac{2}{3}$ rods, thence North 12 rods, thence West 26- $\frac{2}{3}$ rods, thence South 12 rods to the place of beginning); and a tract of land described as follows:- commencing at a point 37 rods and 20 links West of the Southeast corner of the NE. $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 3, and running thence South, $76\frac{1}{4}^{\circ}$ West, 11 rods and 8 links, thence North, $30\frac{1}{2}^{\circ}$ West, 10 rods and $6\frac{1}{2}$ links, thence North, 60° East, 15 rods and 23 links, thence South, $10^{\circ} 25'$ East, 14 rods and 8 links to the place of beginning, containing 1 acre, more or less; and a tract of land described as follows:- commencing at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 3, and running thence South along the East line of said Section, 1,336 $\frac{1}{2}$ feet, thence West 30 feet, thence North parallel with said East line of said Section, 1,336 $\frac{1}{2}$

Release of annexed Mortgage see
Mortgage Record 22 Page 220

Mortgage Record, No. 82, Madison County, Iowa

feet, thence East 30 feet to the place of beginning, containing about 92/100 of an acre; all in Township Seventy-five (75) North, Range 26, West of the 5th P. M., Madison County, Iowa; also the North Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), and the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), and the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) (except the South 19 acres thereof and except the East $4\frac{1}{2}$ acres of the North 10 acres thereof), and the South 10 acres of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), of Section Thirty-four (34); and the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Thirty-five (35); in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, containing in all 266.42 acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

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

First. That the mortgagor shall pay the mortgagee, heirs, executors, administrators, or assigns the sum of Five Thousand and no/100 (\$5,000.00) Dollars, on the first day of November A. D. 1935, with interest according to the tenor and effect of the one certain promissory note of the said mortgagors, bearing even date herewith; principal and interest payable at the office of SECURITY LOAN AND TITLE CO., Winterset, Iowa.

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

Third. The mortgagor shall pay when due and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall be hereby secured, to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of such payments.

Fourth. A failure to comply with any one or more of the above conditions of the mortgage, either wholly or in part, including the payment of interest when due, shall at the mortgagee's option, cause the whole sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry out the provisions hereof.

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

Signed the day and year first herein written.

W. C. Smith

A. L. Smith

Goldie Smith

Susie Smith

R. L. Smith

Nancy F. Smith

Samuel Johanson

Julius E. Smith

Lizzie Johanson

Mortgage Record, No. 82, Madison County, Iowa

Witnesses as to Samual and Lizzie Johanson
Allen L. Moore Fairmont, Minn.
Hazel Johanson

Witness as to Julius E. Smith,
Rochester, Minn.
S. J. Cysewski
F. C. Rush.

STATE OF IOWA,)
Madison County) ss.

On this 1st day of October A. D. 1930, before me, the undersigned, a Notary Public, within and for said County, personally appeared W. C. Smith and Susie Smith, husband and wife, to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.
NOTARIAL SEAL

C. C. Guilliams

Notary Public in and for Madison County Iowa.

State of California,)
City and County of San Francisco) ss:

On this 10th day of October, A. D. 1930, before me the undersigned, a Notary Public, within and for said County, personally appeared A. L. Smith and Goldie Smith, his wife, and R. L. Smith and Nancy__Smith, his wife, to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.
NOTARIAL SEAL

Carl L. Maritzen
Notary Public in and for the City and County of
San Francisco, California.
My Commission expires July 30/31

State of Minnesota)
Olmsted County) ss.

On this 21st day of October A. D. 1930, before me, the undersigned, a Notary Public, within and for said County, personally appeared Julius E. Smith, unmarried, to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.
NOTARIAL SEAL

Jno. Miner
Notary Public in and for Olmsted County Minnesota.

JNO. MINER
Notary Public in and for Olmsted County, Minn.
My Commission expires May 20, 1934.

State of Minnesota,)
Martin County.) ss.

On this 18th day of October, A. D. 1930, before me, the undersigned, a Notary Public, within and for said County, personally appeared Samuel Johanson and Lizzie Johanson, his wife, to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.
NOTARIAL SEAL

Allen L. Moore

ALLEN L. MOORE
Notary Public in and for MARTIN County,
Minnesota.
My Commission expires May 31, 1934.