

Mortgage Record, No. 82, Madison County, Iowa

Augusta Marquardt

to

Anna Forret

#2668

Fee \$1.00 /

Filed for record the 18 day of
November A. D. 1930 at 11:00
o'clock A. M.

Mildred E. Knott, Recorder.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Augusta Marquardt (a widow) of Madison County, and State of Iowa in consideration of the sum of Five thousand DOLLARS, in hand paid by Anna Forret of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Anna Forret the following described premises situated in the County of Madison and State of Iowa to-wit: The West Fifty three and one half ($53\frac{1}{2}$) acres of the South west quarter ($\frac{1}{4}$) of Section Three (3) in Township Seventy seven (77) North, of Range Twenty seven (27) West, of the 5th P.M. Iowa.

And I hereby covenant with the said Anna Forret that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said.....hereby relinquish.....right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Augusta Marquardt, her heirs, executors or administrators shall pay or cause to be paid to the said Anna Forret, her executors and administrators or assigns, the sum of

Five thousand Dollars, on the 18th day of November 1935

with interest thereon according to the tenor and effect of the one promissory note of the said Augusta Marquardt payable to Anna Forret bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Augusta Marquardt shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Augusta Marquardt shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$2500.00, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said Augusta Marquardt fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from Augusta Marquardt with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

Augusta Marquardt
Anna Forret
Mildred E. Knott
453

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It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Augusta Marquardt allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if she fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in 30 days thereafter; and the mortgagee her heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Augusta Marquardt in addition to the amount of said debt, interest and costs, agrees to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 18th day of November 1930.

Augusta Marquardt

STATE OF IOWA, Dallas County, ss.

On this 18th day of November A. D., 1930, before me personally appeared Augusta Marquardt (a widow), to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL
SEAL

Chas. C. Cook

Notary Public in and for said County.