

# Mortgage Record, No. 83, Madison County, Iowa

John F. Niendorf

#1003

Filed for Record the 17 day of April  
A. D. 1931 at 2:35 o'clock P. M.

✓ To

Fee \$1.10

Mildred E. Knott, Recorder

W. H. Brenton

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That John F. Niendorf (Unmarried) of Madison County, and State of Iowa in consideration of the sum of Thirty-one Hundred # (\$3100.00) DOLLARS, in hand paid by W. H. Brenton of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said W. H. Brenton the following described premises situated in the County of Madison and State of Iowa to-wit:

The west One -half of the North-east Quarter, and  
The North-east Quarter of the North-east Quarter  
of Section Seventeen (17) in Township. Seventy-seven(77)  
North. Range Twenty-seven(27), West of the Fifth  
Principal Meridian, Madison County, Iowa,

and containing in all 120 acres, more or less, according to the government survey thereof, and the rents, issues and profits thereof.

And I hereby covenant with the said W. H. Brenton 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 John F. Niendorf heirs, executors or administrators shall pay or cause to be paid to the said W. H. Brenton heirs, executors and administrators or assigns, the sum of Thirty-one Hundred \$-- Dollars, on the 15th day of April 1936. with interest thereon at 5½% from April 15, 1931 according to the tenor and effect of the One promissory note of the said John F. Niendorf payable to W. H. Brenton bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said John F. Niendorf 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 John F. Niendorf 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 \$4,000 00, and shall deliver the policies and renewal receipts therefor to said mortgagee and if the said John F. Niendorf 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 John F. Niendorf 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, his heirs, 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

For Release of annexed Mortgage see  
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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

It is further agreed that in the event action is brought to foreclose this mortgage that a receiver shall be appointed by the Court to take possession of said premises and to apply the rents, issues and profits derived therefrom, less the costs and expenses of receivership, to the payment of taxes on said real estate and upon the indebtedness secured by this mortgage

That if the said John F. Niendorf allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes or if he fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in Thirty days thereafter; and the mortgagee his heirs or assigns may proceed to at once foreclose this mortgage; and in case it become necessary to commence proceedings to foreclose the same, then the said John F. Niendorf in addition to the amount of said debt, interest and costs, agree 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 15th day of April, 1931

John F. Niendorf

STATE OF IOWA Dallas County, SS.

On this 15th day of April A. D. 1931 before me Owen N. Arnote a Notary Public in and for Dallas County, Iowa, personally appeared John F. Niendorf (Unmarried) to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

**NOTARIAL  
SEAL**

Owen N. Arnote

Notary Public in and for Dallas County. Iowa.