Robert Griffith and Berniece Griffith (husband and wife)

TO

The Travelers Insurance Company

#123

Fee $1.50

Filed for Record the 19 day of January A. D. 1931, at 4:00 o'clock P. M.

Mildred E. Knott, Recorder

IOWA FARM MORTGAGE

This Indenture, made this -Eight --day of - December A. D. 1930- by and between Robert Griffith and Berniece Griffith (husband and wife) -of the County of -Madison--- and State of Iowa-- -(jointly and severally, if more than one), party of the first part, and THE TRAVELERS INSURANCE COMPANY, (a corporation organized and existing under the laws of the State of Connecticut, with principal office in the City of Hartford, County of Hartford and State of Connecticut), party of the second part (hereinafter called the "COMPANY")

Witnesseth, That the said party of the first part in consideration of money loaned in the Principal Sum of -Five Thousand Two Hundred Fifty and No/100- Dollars ($5250.00)- by said COMPANY to the said party of the first part the receipt whereof is hereby acknowledged, and to better secure the repayment of said principal sum together with the interest to become due thereon according to the terms and conditions of a certain principal promissory note for said principal sum of even date herewith, executed and delivered by the said party of the first part and made payable to the order of said COMPANY in gold coin of the United States of America of or equal to the present standard of weight and fineness, or its equivalent in New York exchange, at its office in the City of Hartford, Connecticut, on the First day of -March A. D. 1936, bearing interest from March 1, 1931 until maturity at the rate of Five and One-half ($5\frac{1}{2}$) per centum per annum, payable annually at said office on the first day of March in each year, which said several instalments of interest on said principal note up to and including the maturity thereof are further evidenced by Five interest coupons of even date therewith, said principal note and interest coupons bearing interest after maturity and until paid at the rate of eight per centum per annum, AND ALSO to insure the faithful performance of the covenants and agreements hereinafter mentioned, does by THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY, MORTGAGE AND WARRANT unto the said COMPANY, its Successors and Assigns, forever, all and singular the real estate lying and being in the County of Madison and State of Iowa, known and described as follows, to-wit:

The East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section Three (3), Township Seventy-five (75) North, Range Twenty-seven (27) West of the Fifth Principal Meridian

containing in all 80 acres, more or less, according to the Government survey thereof

Together With all and singular the tenements, hereditaments, buildings, improvements privileges and appurtenances thereunto belonging, and the rents issues and profits thereof, and also all the right, title, interest and estate of the said party of the first part in and to said premises, including all rights of dower, curtesy, the surviving spouse's distributive share, homestead and all contingent rights whatsoever, and the right to retain possession of said premises after default and during the period of redemption, all of which are hereby expressly waived, relinquished and released.

To Have and to Hold the same unto the said COMPANY, its Successors and Assigns forever, for the uses and purposes herein expressed, free from all benefit of exemption laws.

Morever,, the said party of the first part HERFBY COVENANTS AND AGREES with the said COMPANY, its Successors and Assigns, as follows, to-wit;

1-That some one or more of said first party is lawfully seized of said premises in Fee-Simple and has good right and lawful authority to sell, mortgage and convey the same; that the same are free from all encumbrances whatsoever; that said COMPANY shall quietly enjoy and possess said premises, and that said first party warrants and will forever defend the title thereto against the claims of all persons whomsoever;

2-To pay the principal note and interest coupons according to the tenor and effect thereof;

3-To pay before the same become delinquent all taxes and assessments of every kind that may be levied or assessed by authority of the State of Iowa, or any political divison thereof, or any muncipality therein, which may be or become a lien upon said real estate or any part thereof, or upon this Mortgage or the notes secured hereby, or against the said COMPANY, or the legal holder or holders of said notes by reason of its, his, her or their ownership thereof;

4- To keep the buildings, fences and other improvements in as good repair as the same now are, and to commit or permit no waste on said premises;

5- To keep said premises free from all liens or claims for liens thereon;

6- To keep all buildings which now are, or may hereafter be on said premises insured against loss or damage by fire or tornado in the fair insurable value of

Decree of foreclosure of this mortgage entered, May 3, 1937 in the District Court of Madison County, Iowa, on page 362 record 22 of said Court.

[illegible signature]
Clerk District Court

such buildings, and in such insurance companies as are approved by said COMPANY, and to cause such insurance to be made payable in case of loss to said COMPANY, its Successors and Assigns, and to deliver all such policies of insurance to the said COMPANY;

7-To pay the reasonable attorney fees of said COMPANY, or the legal holder or holders of said note, in case the note or any interest coupon hereby secured be placed in the hands of an attorney for collection and be collected with or without suit, or in case of any suit or proceeding wherein said COMPANY, or the holder or holders of said note shall be made a party thereto on account hereof;

8- That in case said first party fails to pay all taxes, assessments or attorney fees, or to keep said premises in good repair and insured as above provided, or allows said premises to be or become subject or any lien or encumbrance superior to the lien of this Mortgage, the said COMPANY, or the legal holder or holders of said principal note may, at its his, her, or their option, and without waiver of any right arising from the breach of any of these covenants, pay such taxes, assessments, or redeem said premises from tax sale, or attorney fees, or made such repairs, or effect such insurance, or may pay, remove or discharge any such lien or encumbrance (of which payments, the amounts and validity thereof, the receipts of the proper officers shall be conclusive evidence) and all monies paid for any such purpose or to protect said COMPANY'S interest in said premises, shall be immediately due and payable with interest thereon at the rate of Eight Per Centum (8%) per annum, and become so much additional indebtedness secured by this Mortgage;

9-That if default be made in the payment of said note, or any part thereof, or of any instalment due in accordance with the terms thereof, either of principal or of interest, or in the performance of any of the covenants or agreements herein contained, then, and in either or any such case, the whole of said principal sum, including all monies advanced for any purpose authorized in this Mortgage, together with all accrued interest thereon, shall, at the election of the said COMPANY, or of the legal holder or holders of said note, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note, or herein to the contrary notwithstanding, and thereupon the said COMPANY, or the legal holder or holders of said note shall have the right to immediately foreclose this Mortgage and shall have all other rights and remedies that the law provides;

10- That in case suit is brought to foreclose this Mortgage, a reasonable sum shall be allowed to the complainant in such proceeding for Attorney's fees and the cost of a complete Abstract of Title to said premises and that in such foreclosure suit the Court shall, upon complainant's application, without notice to the defendants in said cause, appoint a Receiver for the land and premises above described and mortgaged, with power to enter upon, cultivate and operate the same, and collect the rents issues and profits thereof during the pendency of such suit and up to the time when the purchaser at foreclosure sale shall be entitled to the possession thereof, and with the usual powers of Receivers in such cases.

Provided Always that whenever said party of the first part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and shall have well and truly performed all and singular the covenants and agreements therein above expressed, then all such covenants and agreements shall cease and determine (but not otherwise) and the said party of the first part shall be entitled to a satisfaction of this mortgage and a reconveyance of said premises but shall pay the expense of recording the same.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of
W. F. Craig

Robert Griffith (Seal)
Berniece Griffith (Seal)

STATE OF Iowa)
) ss:
COUNTY OF Madison)

On this 19th day of January A. D. 1931 before me, the undersigned, a Notary Public within and for said County, personally came Robert Griffith and Berniece Griffith (husband and wife) personally known to me to be the identical persons who are named in and who executed the foregoing Mortgage Deed as Grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purposes therein expresse .

Witness my hand and Notarial Seal the day and year last above written.

NOTARIAL SEAL

W. F. Craig
Notary Public in and for Madison County, Iowa.

SEAL

Notary Public in and for Hartford County.