

Mortgage Record, No. 83, Madison County, Iowa

H. E. SMITH & ANNA F. SMITH

TO THE

AETNA LIFE INSURANCE COMPANY
HARTFORD, CONNECTICUT

#1230

Fee \$1.10

Filed for Record the 19 day of
May A. D. 1931 at 3:00 P. M.

Mildred E. Knott Recorder

IOWA MORTGAGE

In Consideration of THREE THOUSAND FIVE HUNDRED (\$3500.00) Dollars,---H. E. SMITH and ANNA F. SMITH; husband and wife-- of Madison County, Iowa, parties of the first part, hereby SELL AND CONVEY unto the AETNA LIFE INSURANCE COMPANY, a corporation of Hartford, Connecticut, party of the second part the following described premises in Madison County, Iowa, to-wit:

The South Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$), and the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Ten (10), Township Seventy-four (74), Range Twenty-nine (29), West of the Fifth Principal Meridian

containing in all 120 acres of land, more or less, according to Government survey thereof,

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For Release of amended Mortgage see
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and also all of the rents, issues, uses, profits and income of the real estate above described and covered by said mortgage and crops raised thereon from the date of this instrument until the debt secured by this mortgage shall be paid in full.

And we do covenant with the said AETNA LIFE INSURANCE COMPANY, its successors and assigns, that we hold said premises by title in fee simple and have good right and lawful authority to sell and convey the same, and that the same are free from encumbrances.

And we will WARRANT AND DEFEND the same against the lawful claims and demands of all persons.

And we each of us do hereby relinquish to said grantee, its successors and assigns, all our contingent rights in and to said premises, including the rights of Dower and Homestead.

To be void upon the condition that said parties of the first part shall pay or cause to be paid to the order of the said AETNA LIFE INSURANCE COMPANY the sum of THREE THOUSAND FIVE HUNDRED & NO /100-- Dollars, according to the terms of one promissory note, payable to said AETNA LIFE INSURANCE COMPANY, dated April 1st, 1931, due April 1st, 1936, with interest thereon as therein provided for and evidenced by interest notes given therewith, both principal and interest notes bearing even date herewith, payable at the office of the AETNA LIFE INSURANCE COMPANY in Hartford, Connecticut, or any note given in renewal or extension thereof, which the said grantors hereby agree to pay.

And it is hereby stipulated, that should any principal or interest not be paid when due, it shall thereafter bear interest at the rate of eight per cent. per annum, payable annually, and this mortgage shall stand as security therefor.

It is expressly agreed that the mortgagor shall keep all buildings on said premises constantly insured for their full insurable value in good and satisfactory Insurance Companies for the benefit of the mortgagee, all policies to be held with this mortgage, and shall pay all taxes and assessments on said premises before they become delinquent; failing so to do the mortgagee may effect such insurance, and pay such taxes and assessments, or redeem said premises from any tax sales, and this mortgage shall stand as security for said amounts so paid with eight per cent. interest thereon. And it is further agreed that in case of default in any respect the mortgagee, its successors and assigns, either before or on the commencement of an action to foreclose this mortgage, or at any time hereafter, shall be entitled to the appointment of a receiver, who shall have the power to have and hold possession of the said premises, and to rent the same, collect the rents and profits therefrom for the benefit of said mortgagee, its successors and assigns, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed upon application of the mortgagee, its successors and assigns, shall exist regardless of the fact of solvency or insolvency of the mortgagor or of any party or parties liable for the payment of said debt, and regardless of the value of said mortgaged premises, during the statutory period of redemption.

And it is further agreed that if default be made in the prompt payment of any interest note on the day the same becomes due, or if default be made in the prompt payment of any state, municipal, local, special or general taxes or assessments levied under any law of the United States, or of any State, either upon the note or property aforesaid, before same becomes delinquent, or any mechanic's lien or any installment of principal or interest, as the same becomes due on any mortgage subsequent to the mortgage securing said note, then and in that case and on the happening of any or either of such defaults the whole amount of such note, principal and interest, and all the indebtedness secured by ^{said} mortgage, at the

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option of the mortgagee, its successors and assigns, shall, without notice, immediately become due and collectible, and the Aetna Life Insurance Company, its successors or assigns, may proceed at once or at any time later to foreclose this mortgage. The owners waive all rights to retain possession of said mortgaged property after any default or on a breach of any of the covenants or agreements contained in this mortgage.

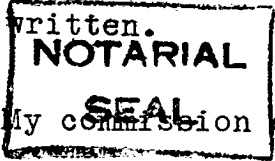
Dated this first day of April, 1931.

H. E. Smith
Anna F. Smith

STATE OF IOWA)
) SS.
Madison County)

On this 19th day of May A. D. 1931, before me, the undersigned, a Notary Public, in and for Madison County, Iowa, personally appeared H. E. Smith and Anna F. Smith, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and official seal the day and year in this certificate last above



Will H. Henry

Notary Public in and for said County

This Mortgage having been