BOONE BLANK BOOK CO., BOONE, IOWA. 23013-30

For Release of Amend Mortgage See Mortgage Record 93 Page 293

Thomas Eagan et al

To

Michael Loftus

#1432

Fee $1.70 ✓

Filed for record the 13 day of June A. D. 1931 at 3:30 o'clock P. M.

Mildred E. Knott Recorder

MORTGAGE

THIS MORTGAGE, Made the 15th day of April A. D. 1931 by and between EDWARD EAGAN and his wife, MAMIE EAGAN, of Gary, Lake County, Indianna; LAURETTA E. EGGLESTON and her husband, FRANK J. EGGLESTON, of Madison County and State of Iowa; T. M. EAGAN and his wife, NORA C. EAGAN of Polk County, State of Iowa; W. J. EAGAN and his wife, MARIE EAGAN, of Des Moines, County, and State of Iowa; MARGARET C. NEVINS and her husband, LAFAYETTE F. NEVINS; CATHERINE O'BRIEN and her husband, THOMAS O'BRIEN; AND ANN COOK and her husband, GLENN COOK of Guthrie County and State of Iowa, being the ohly children and heirs-at-law of THOMAS EAGAN, Deceased, and of ANN E. EAGAN, Deceased, both late of Madison County, Iowa, Deceased, hereinafter called the Mortgagors and MICHAEL LOFTUS hereinafter called Mortgagee.

WITNESSETH:- That the mortgagor, in consideration of the sum of Twenty-five Hundred and no/100 ($2500.00) Dollars, paid by the Mortgagee, do hereby convey to the Mortgagee, his heirs and assigns forever, the following tracts of land in the County of Madison, State

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of Iowa, to-wit:-

All our right, title and interest as heirs-at-law of the said Thomas Egan, Deceased, and Anna E. Egan, Deceased, in and to the--

West Half (W½) of the Southeast Quarter (SE¼) AND the West Half (W½) of the Northeast Quarter (NE¼) of Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Iowa.

containing in all 160 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interest known as Dower, or however else, are hereby conveyed. To be void upon the following conditions:-

FIRST. That the mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of Twenty-five Hundred ($2500.00) Dollars on the 1st day of March A. D. 1934, with interest according to the tenor and effect of the ONE certain promissory note of the said Edward Eagan and his wife, Mamie Eagan; Lauretta E. Eggleston and her husband, Frank J. Eggleston; T. M. Eagan and his wife, Nora C. Eagan; W. J. Eagan and his wife, Marie Eagan; Margaret C. Nevins and her husband, Lafayette F. Nevins; Catherine O'Brien and her husband, Thomas O'Brien; and Ann Cook and her husband, Glenn Cook, bearing even dates with these presents; principal and interest payable at Winterset, Iowa.

SECOND. That the mortgagors 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 their insurable value, and deliver to the mortgagee the policies and renewal receipts.

THIRD. The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagors 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 and insurance paid hereunder; and all such amounts shall constitute a part of the debt 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.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the mortgagees option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and received said rents and profits and apply the same to the payment of said debt under the order of the Court; and this Stipulation for the appointment of a Receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

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This Stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

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

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

W. J. Eagan
Marie Eagan
T. M. Eagan
Nora C. Eagan
Edward Eagan
Mamie Eagan
Lauretta E. Eggleston

Margaret C. Nevins
Lafayette F. Nevins
Catherine OBrien
Thomas OBrien
Ann Cook
Glenn Cook
Frank J. Eggleston

STATE OF INDIANNA)
) SS.
LAKE COUNTY)

On the 28 day of April A. D. 1931, before the undersigned, A Notary Public in and for Lake County, State of Indianna, came Edward Eagan and his wife, Mamie Eagan, to me personally known to be the identical persons whose names are subscribed to 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)

Mary K. Kennedy
NOTARY PUBLIC IN AND FOR
LAKE COUNTY, INDIANNA.

My commission expires Nov. 27 1932.

STATE OF IOWA)
) SS.
MADISON COUNTY)

On the 26" day of April A. D. 1931, before the undersigned, a Notary Public in and for Madison County, State of Iowa, came Lauretta E. Eggleston and her husband, Frank J. Eggleston, to me personally known to be the identical persons whose names are subscribed to 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)

Aletha Alexander
Notary Public in and for
Madison County, Iowa.

STATE OF IOWA)
) SS.
POLK COUNTY)

On the 27th day of April A. D. 1931, before the undersigned a Notary Public in and for Polk County, State of Iowa, came T. M. Eagan and his wife, Nora C. Eagan, to me personally known to be the identical persons whose names are subscribed to 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)

J. Burson
NOTARY PUBLIC IN AND FOR
POLK COUNTY IOWA.

My Commission Expires July 4,1933. Notary Public in and for Polk County, Iowa

STATE OF IOWA)
) SS.
MADISON COUNTY)

On the 25th day of April A. D. 1931, before the undersigned a Notary Public in and

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Madison County, State of Iowa, came W. J. Eagan and his wife, Marie Eagan, to me personally known to be the identical persons whose names are subscribed to 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)

Phil R. Wilkinson
NOTARY PUBLIC IN AND FOR
MADISON COUNTY, IOWA.

STATE OF IOWA)
) SS.
GUTHRIE COUNTY)

On the 2nd day of May A. D. 1931, before the undersigned a Notary Public in and for Guthrie County, State of Iowa, came Margaret C. Nevins, Catherine O'Brien and her husband, Thomas O'Brien; and, Anna Cook and her husband, Glenn Cook, to me personally known to be the identical persons whose names are subscribed to 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. L. Beech
NOTARY PUBLIC IN AND FOR
GUTHRIE COUNTY, IOWA.

STATE OF IOWA)
) SS.
COUNTY OF GUTHRIE)

On the 9 day of June A. D. 1931, before the undersigned a Notary Public in and for Guthrie County, State of Iowa came Lafayette F. Nevins, to me personally known to be the identical person whose name is subscribed to the foregoing mortgage as maker thereof and acknowledged the execution of the same to be this voluntary act and deed.

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

(NOTARIAL SEAL)

NOTARIAL SEAL

H. C.Cronkhite
NOTARY PUBLIC IN AND FOR
GUTHRIE COUNTY, IOWA.