

Mortgage Record, No. 83, Madison County, Iowa

TEDDY HAYDEN AND WIFE,

#1542

Filed for record the 29 day of June A. D. 1931 at 11:20 o'clock A. M.

To

Fee \$1.50

Mildred E. Knott Recorder.

O. M. SLAYMAKER

MORTGAGE

This Indenture, Made and executed this 26th day of June, 1931 by and between Teddy Hayden and Regina Hayden, his wife of Peru, Madison County, Iowa, of the first part and O. M. Slaymaker of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of Two hundred sixty and no/100 (\$260.00) DOLLARS, in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted and sold, and do by these presents Grant, Bargain, Sell, Convey and confirm, unto the said second party, his successors and assigns forever our undivided one-ninth interest in the following described real estate situated in Madison County, Iowa, to-wit:

The West Half of the South East Quarter, and the North Half of the South East One-fourth of the South East Quarter of Section Twenty-two (22); the South West One-fourth of the South East Quarter of Section Fifteen (15), and five acres in the south west corner of the North East Quarter and in the south east corner of the North West Quarter; and 8.40 acres in the north west part of the South West One-fourth of the North East Quarter lying north and west of the right of way; and, also, the North Half of the North East One-fourth of the North West Quarter, and the North West One-fourth of the North East Quarter, except railroad right of way, in Section Twenty-two (22), Township Seventy-four (74), Range Twenty-seven (27); and the South East One-fourth of the South East Quarter of Section Fifteen (15); all of said land being in Township Seventy-four (74), Range Twenty-seven (27), Madison County, Iowa,

with all appurtenances thereto belonging, together with the rents, issues and profits thereof.

All right of Homestead, contingent interest known as Dower, and other right of every description, had, owned, or in expectancy by any of said grantors, are hereby released and conveyed.

Partial
of annexed Mortgage See
Mortgage Record 86 Page 203

Partial
For Annexment of Annexed Mortgage See
Mortgage Record 96 Page 140

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 28018-30

TO HAVE AND TO HOLD the same unto the second party, its successors and assigns forever. The said Teddy Hayden and Regina Hayden represent to and covenant with second party that they have full right, power and authority to sell and convey said premises, that they are free from every incumbrance and that they will warrant and defend the title thereto against all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the following express conditions, that if the said Teddy Hayden and Regina Hayden shall pay to the said O. M. Slaymaker heirs or assigns, the sum of Two hundred sixty and no/100 (\$260.00) DOLLARS, on the 1st day of January, 1932 with interest thereon from this date until due at the rate of eight per cent per annum, payable annually, and with eight (8) per cent per annum interest on all payments in arrear, according to the promissory note with interest coupons attached of the said Teddy Hayden and Regina Hayden of even date herewith, and shall pay all taxes and assessments levied upon said mortgaged premises, before the same shall become delinquent, and shall keep and maintain said premises and the buildings and improvements thereon, in in as good repair substantially as they now are, and shall keep said buildings insured during the existence of this mortgage, in at least the sum of-Dollars, in such insurance companies as shall be approved by second party, and shall deliver the insurance policies, and renewal receipts to the second party, as further security for the payment of the sums herein mentioned, the avail thereof, in the event of loss, to be received by said second party at its option, and applied to ward the payment of the amount secured by this mortgage, then these presents to be void, otherwise to be and remain in full force and virtue.

And it is expressly agreed and understood by the parties hereto, and made a part of this mortgage that in the event of the non-payment of said promissory note, at maturity, or the interest on said note when due, or the failure of the said first part to keep and perform any of the agreements, stipulations covenants, or conditions herein mentioned and set forth, the whole amount of principal and interest secured by this mortgage then unpaid shall at the option of said second party, become absolutely due and payable, and no demand for fulfillment of any broken condition or notice of election to consider the debt due and foreclose the mortgage shall be necessary previous to commencing legal proceedings to collect the debt, or any part thereof or to foreclose this mortgage, and said second party may, if it is so elect, pay any delinquent taxes, or make such insurance, and any moneys so expended shall become a part of the principal secured by this mortgage, in addition to the note above described, and shall draw eight per cent interest per annum, as is above agreed upon, and in case of the institution of legal proceedings, by foreclosure or otherwise, to collect said mortgage debt, or the collection of the same, or any part thereof, by attorney, a reasonable attorney's fee, as provided by law, also the cost and expense/ of abstract of the title necessary to bring foreclosure action, shall be allowed therefor, and added to said debt, and become a lien on said premises; and such fee and expense shall be taxed as part of the costs in any judgment or decree rendered in such proceedings.

It is also further expressly agreed and understood, that in case of default in any respect, so that this mortgage shall become due the rents and profits of said real estate and its appurtenances are hereby pledged to the payment of the interest, taxes, insurance, cost of abstract, expense of defending title, and principal secured under this mortgage; and that as auxiliary and in aid of foreclosure, the holder of the mortgage debt may, at his option, at any time during the pendency of proceedings to foreclose this mortgage, have a receiver appointed by the court having jurisdiction of such foreclosure, or in vacation by the judge of such court, to take possession of said mortgaged premises and rent the same and apply the rents under the direction of the court, to the discharge and payment of the costs of such receivership, foreclosure and mortgaged debt.

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 28013-30

Taking possession by the mortgagee as herein provided shall in no manner prevent or retard the collection of the mortgage debt, or any part thereof, by foreclosure or otherwise; and if second party elect to foreclose, and if under subsequent execution at the Sheriff's Sale, said property does not sell for enough to satisfy the judgment, then second party shall be and is authorized to take, hold and continue such possession until the judgment is fully paid, or the time for redemption has expired; and in such event second party shall be liable to account to first party **only** for the net profits thereof.

That as auxiliary and in aid of foreclosure, the holder of the mortgage debt may, ^{at his option} / at any time during the pendency of proceedings to foreclose this mortgage, have a receiver appointed by the court having jurisdiction of such foreclosure, or in vacation by the judge of such court, to take possession of said mortgaged premises and rent the same and apply the rents under the direction of the court, to the discharge and payment of the costs of such receivership, foreclosure, mortgaged debt, and any and all other sums secured by this instrument.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year above written.

Teddy Hayden
Regina Hayden

STATE OF IOWA)
)SS.
Clarke County)

BE IT REMEMBERED, that on the 26th day of June A. D. -31 before me, the undersigned Gretta Luther a Notary Public in and for said County, personally appeared Teddy Hayden and Regina Hayden, his wife to me personally known to be the identical persons whose names are affixed to foregoing mortgage deed as grantors, and acknowledged the execution of the same to be their voluntary act and deed.

**NOTARIAL
SEAL**

Gretta Luther
Notary Public.