

Mortgage Record, No. 83, Madison County, Iowa

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

Notary Public in and for Warren County,
Iowa.

J. P. Steele

#1609

Filed for record the 7 day of July A. D.
1931 at 4:30 o'clock P. M.

To

Fee \$1.00 ✓

Mildred E. Knott Recorder.

The Citizens National Bank
of Winterset.Decree of foreclosure of this mortgage
entered, 5-23-1932 in the District Court
of ~~MADISON~~ ^{MORTGAGE} County, Iowa, on page 309 record
16 of said Court.This Mortgage, Made the 6th day of JULY 1931, by and between J. P. STEELE (WIDOWER UNMARRIED)
of MADISON County and State of ~~IOWA~~ ⁷⁻¹ ~~hereinafter~~ ³² called the mortgagors, and THE CITIZENS
NATIONAL BANK of Winterset, Iowa, hereinafter called the mortgagee.
Clerk District Court.

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BOONE BLANK BOOK CO., BOONE, IOWA. 25015-30

WITNESSETH: That the mortgagors, in consideration of the sum of One Dollar and all Promissory notes held by Mortgagee for the payment of which the Mortgagor is liable and all extensions and renewals of the same. paid by the mortgagee, do hereby convey to the mortgagee, its assigns, forever, the following tracts of land in the County of MADISON, State of Iowa, to-wit:

East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) and all that part of the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) lying South of the North bank of Cedar Creek and containing 25 acres, more or less, of Section Twenty-one (21); and, the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-two (22); and, the West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter and the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) and the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-eight (28); all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa, containing 565 acres more or less.

All my right, title and interest in and to the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) and all that part of the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) lying South and West of the North bank of Cedar Creek, in Section Twenty-one (21); and the West Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) and the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-eight (28); and, 5.66 acres, more or less described as follows:- Commencing at the Southeast corner of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) and running thence West 24 rods, thence North 21 rods and 3 links, thence East 5 rods and 11 links, thence North 6 rods, thence West 2 rods and 15 links, thence North 10 West, 12 rods and 24 links to a point where a branch running through said 5.66 acres crosses the North line of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$), thence East 23 rods and 11 links, thence South 40 rods to the place of beginning, in Section Twenty-nine (29); all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa.

containing in all acres, with all appurtenances thereto belonging, and the mortgagor 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, their heirs or assigns, shall pay to the mortgagee, or assigns, all notes now held by the mortgagee on which the mortgagor is liable but is not to include any other notes which I now owe other people and shall also pay any extensions or renewals of said notes or any of them, and any other indebtedness which may be owing by the mortgagor at this time. with interest thereon according to the tenor and effect of the said certain promissory notes of the said J. P. STEELE, of sundry dates. and all such other sums of money as may at any time be owing to the said mortgagee, according to the terms of such indebtedness, or of the conditions of this mortgage, all payable at the office of ---Citizens National Bank of Winterset, Iowa.

Second; That the mortgagors shall keep the buildings on said premises insured in some responsible company or companies satisfactory to mortgagee, for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies or renewal receipts to the mortgagee.

Third, That the mortgagors shall pay when due, all prior liens on said premises; if any, and shall promptly pay all interest thereon, and strictly comply with all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises, before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens, or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments, and shall be secured hereby; and should the mortgagee become involved in litigation,

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in maintaining the security created by this mortgage, or its priority, or validity, or any rights or interests hereunder, then this mortgage, shall secure the repayment and recovery of all money, costs, expenses or advancements hereunder or made necessary thereby, including reasonable attorney's fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with interest at eight per cent per annum thereon, from the date of any such payments.

And it is further expressly agreed that 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 any and all interest when due, shall at the mortgagee's option, cause the whole and all sums hereby secured, to become due and collectible forthwith without notice or demand, and mortgagee 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 upon all crops thereafter raised, grown, or then maturing, on said real estate, and all rents and profits thereafter accruing thereon, and the mortgagee shall be, and hereby is, authorized to take immediate possession of all of said property, and to rent the same, and shall be held liable to the mortgagors only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise. As auxiliary to and in aid of foreclosure, the holder of this mortgage may at his option at any time during the pendency of the foreclosure proceedings have a receiver appointed by the court having jurisdiction of such foreclosure or in vacation by the judge of said court, to take possession of said mortgaged premises and rent the same and apply the proceeds under the direction of the court to the discharge and payment of the costs of such receivership, foreclosure, and mortgage debt.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's 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.

J. P. Steele

STATE OF IOWA)
) SS.
Madison County)

On this 6th day of July A. D. 1931, before me Phil R. Wilkinson the undersigned, a Notary Public, within and for said Madison county, and State of Iowa personally appeared J. P. Steele, (unmarried) to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed.

NOTARIAL
SEAL

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

Phil R. Wilkinson
Notary Public in and for Madison County Iowa