

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 23012-30

Agnes Case & hsbd,
To
A. K. Barnard

#1665
Fee \$1.10 ✓

Filed for record the 14 day of
July A. D. 1931 at 1:30 o'clock
P. M.
Mildred E. Knott Recorder.

MORTGAGE

For the consideration of Seven Hundred DOLLARS Agnes Case and H. A. Case, wife and husband of Polk County, Iowa, first party, hereby conveys to A. K. Barnard second party, the following real estate situated in Madison County, Iowa, to-wit:

Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$)
of Section Twenty-six (26) Township Seventy-seven
(77) Range Twenty-eight (28) West of the 5th P. M.

The said first party hereby warrants the title against all persons whomsoever.

To be void upon condition that said first party pay said second party or assigns Seven Hundred DOLLARS on the first day of July 1936, with interest thereon from date at the rate of seven per cent per annum, payable semi-annually on the first day of January and July in each year, according to the tenor of their one promissory note, of even date herewith, with interest thereon at the rate of eight per cent per annum after maturity, payable semi-annually, at the office of said second party in Des Moines, Iowa,

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

The first party hereby agrees to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed upon the said land, premises or property, or upon the mortgagee's interest therein, or upon this mortgage or the moneys secured hereby, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon the mortgagee. Upon violation of this undertaking or the passage by the State of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the mortgagor as herein provided, to pay any tax or taxes, is legally inoperative, then, and in any such event, the debt hereby secured, without deduction, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The mortgagor further agrees not to suffer or permit all or any part of said taxes to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agrees to furnish annually to the mortgagee or assigns, on or before the first day of December, the certificate of the County Treasurer, showing full payment of all such taxes; and said first party shall not suffer waste; shall keep all buildings thereon insured to the satisfaction of said second party in a sum not less than Five Hundred Dollars, delivering all policies outstanding on said property to said second party; and shall pay in case of suit, a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

If said first party neglects to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party or assigns may do so and recover of said first party the amount paid therefor, with interest at eight per cent per annum, and this mortgage shall stand as security therefor.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage.

for assignment of interest mortgage see
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E. of white house

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It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby.

It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Dated this 14th day of July 1931

Agnes Case
H. A. Case

STATE OF IOWA)
) SS.
County of Polk)

On this 14th day of July A. D. 1931, before the undersigned, a Notary Public in and for Polk County, personally appeared Agnes Case and H. A. Case, wife and husband to me personally known to be the identical persons named in and who executed the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

**NOTARIAL
SEAL**

W. H. Barnard
Notary Public in and for said County.