

## Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 28012-30

SEAL

Term expires October 7, 1933)

Notary Public in and for  
said County and State.Denison V. Crawford and wife,  
Lillie D. Crawford,

#1725

Filed for Record the 23 day  
of July A. D. 1931 at 4:00  
o'clock P. M.

To

Fee \$1.20 ✓

Mildred E. Knott Recorder

The Mutual Benefit Life  
Insurance Company

## MORTGAGE

THIS INDENTURE, Made on the first day of April A. D. 1931 between Denison V. Crawford and wife, Lillie D. Crawford, of the County of Madison and State of Iowa, party of the first part, and THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, located at NEWARK, ESSEX COUNTY, NEW JERSEY, party of the second part, Witnesseth: That the said first party, for the consideration of Forty-five Hundred & 00/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL, AND CONVEY unto the said second party, and to its successors and assigns forever, the following described real estate, situate, lying, and being in the County of Madison and State of Iowa, to-wit:

The South Fractional Half ( $\frac{1}{2}$ ) of the Southwest Fractional Quarter ( $\frac{1}{4}$ ) of Section Thirty-one (31), in Township Seventy-seven (77) North, of Range Twenty-eight (28), West of the 5th P. M., containing 71.75 acres more or less according to Government survey thereof.

The intention being to convey an ABSOLUTE TITLE IN FEE to said real estate, including any right of homestead, and every contingent right therein.

TO HAVE AND TO HOLD the premises above described, with the appurtenances thereto belonging, unto the said second party, and to its successors and assigns forever. The said Denison V. Crawford hereby covenants that the above described premises are free from any incumbrance; that he has full right and authority to convey the same, and he will warrant and defend the title against the lawful claims of all persons whomsoever. And the said Lillie D. Crawford hereby releases and relinquishes her right of dower or distributive share in the above described premises. PROVIDED, ALWAYS, and these presents are upon the express condition, that if the said first party, their heirs, executors, or administrators, shall pay, or cause to be paid, to the said second party, its successors or assigns, the sum of Forty-five Hundred & 00/100 Dollars, on the first day of April 1936, with interest thereon at the rate of  $5\frac{1}{2}$  per cent per annum, payable April 1st annually, both principal and interest payable at the office of the said second party, in Newark, New Jersey, according to the tenor and effect of the promissory note executed by the said Denison V. Crawford bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force. With the express understanding and agreement, that if the principal sum hereby secured, or any installment of interest thereon, shall not be paid when due

For Release of amended Mortgage see  
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and payable, the same shall bear interest at the rate of eight per cent per annum until paid; and if default be made in the payment of any installment of interest or in case of a failure to perform any of the covenants contained herein, then the said principal sum, with the interest due and accrued thereon, shall, at the option of the said second party, its successors or assigns, become at once due and payable, without notice to the said first party, and suit may be brought for the collection thereof, and for the foreclosure of this mortgage.

It is hereby further agreed, that should said second party, its successors or assigns, redeem said real estate from a tax sale, or become involved in litigation, either in maintaining the security created by this mortgage, or in maintaining its priority, in either or any of said events, said first party shall refund all moneys, costs, charges and expenses paid out or incurred by reason thereof; and also pay a reasonable sum to said second party, its successors or assigns, to defray its or their attorney's fees incurred thereby, and that this mortgage shall be security for all of said sums.

It is hereby further agreed, that the said first party shall cause the buildings situated on the premises hereby conveyed to be insured, and kept insured, against loss or damage by fire in some good and reliable company or companies, to be approved by the said second party, its successors or assigns, in the sum of Three Thousand & 00/100 Dollars, loss, if any, payable to said second party, its successors or assigns, as its or their interest may appear, and deliver the policy or policies to the said second party, its successors or assigns. And any failure so to do shall authorize said second party, its successors or assigns, at its or their option, to effect and maintain such insurance at the expense of said first party; and the sums of money paid therefor, with interest thereon at the rate of eight per cent per annum, shall become a lien under this mortgage on said real estate.

It is hereby further agreed, that the said first party shall pay all taxes or assessments on the premises hereby conveyed or on the lien created by this instrument before the same become delinquent, and any failure so to do shall authorize said second party, its successors and assigns, at its or their option, to pay all such taxes or assessments at the expense of said first party; and the sums of money paid therefor, and interest thereon at the rate of eight per cent per annum, shall become a lien under this mortgage on said real estate.

It is hereby further agreed, that in the event of a suit being brought for the foreclosure of this mortgage, there shall be assessed, as a part of the costs thereof, in favor of the plaintiff, the amount authorized by law therefor, to defray its attorney's fee.

It is hereby further agreed, that in the event of a suit being brought for the foreclosure of this mortgage, there shall be assessed, as a part of the costs thereof, in favor of the plaintiff, the reasonable cost of a continuation abstract of the property herein described.

And it is further expressly agreed, that in the event of a failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors 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 on all crops thereafter raised on said real estate, and all rents and profits thereafter accruing thereon and shall be, and hereby is, authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

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IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the date herein first written.

Denison V. Crawford (SEAL)  
Lillie D. Crawford (SEAL)

STATE OF IOWA, )  
Madison COUNTY ) SS.

Be it remembered, that on this 16th day of July A. D. 1931 before me Will H. Henry, Notary Public in and for Madison COUNTY, Iowa, personally appeared Denison V. Crawford and wife, Lillie D. Crawford, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors, and acknowledged the execution of said instrument to be their voluntary act and deed.

**NOTARIAL** my hand and notarial seal, the day and year last above written.

**SEAL**

Will H. Henry  
Notary Public in and for  
Madison County, Iowa.