

Mortgage Record, No. 83, Madison County, Iowa

Zeller Graham, wf et al

#1794

Filed for record the 4 day of Aug.,
A. D. 1931 at 9:00 o'clock A. M.

To

Fee \$1.20 ✓

Mildred E. Knott Recorder

Harry E. Burch

MORTGAGE

THIS MORTGAGE, made the 17th day of June 1931, by and between CLIMPTON T. GRAHAM and wife EMMA R. GRAHAM of Carroll County, Indiana; and, ZELLER GRAHAM and wife, Mary Graham of MADISON County, and State of Iowa, hereinafter called the mortgagors and HARRY E. BURCH hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of SIXTEEN HUNDRED AND NO/100 (\$1600.00) 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 of Iowa, to-wit:

A tract of land lying and being in Section Seventeen (17) Township Seventy-five (75) North, Range 28 West bounded and described as follows:-Commencing at the Southeast corner of said Section, running thence North until within 20 rods of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section, thence West 80 rods, thence South until it intersects the center of the channel of Middle River thence down the center of the channel of Middle River until it intersects the Section line of said Section 17, thence East to the place of beginning: said land being 80 rods wide in the middle until it intersects Middle River, containing 100 acres more or less. ALSO, the following described tract in said section to-wit:- Commencing on the line between the East and West halves of the Southeast Quarter of said Section 17, at a rock planted in the ground thence West 8 rods and 21 links, thence South 70 rods to the center of Middle River, thence East 8 rods and 21 links, thence North 70 rods to the place of beginning, containing about three acres and 84/100 of an acre, all in Section Seventeen (17), Township Seventy-Five (75) North, Range Twenty-eight (28) West of the 5th P. M., Iowa.

Zeller Graham and wife, Mary Graham, are to be liable for One Thousand Dollars of said amount and Climpton T. Graham and wife, Emma R. Graham are to be liable for Six Hundred Dollars of said amount. containing in all 103.84 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 Sixteen Hundred and no/100 (\$1600.00) DOLLARS, on the 17th day of June A. D. 1941, Option is given Mortgagors to pay One Hundred Dollars or any multiple thereof on any interest paying day. with interest according to the tenor and effect of the one certain promissory note-- of the said Climpton T. Graham and wife, Emma R. Graham; and, Zeller Graham and wife, Mary Graham dated June 17th A. D. 1931, 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.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the 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 and 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 touchingsuch 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

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
11 day of July 1941

Witnessed by Pearl E. Shively Recorder
Harry E. Burch
Mildred E. Knott Recorder

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secured hereby: and should mortgagee become involved in litigation, 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 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 eight per cent per annum thereon from the date of any 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 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 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 state during the pendency or progress of said cause, on application of the plaintiff, without any notice whatsoever, appoint a receiver to take possession of said property, and collect and receive 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.

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, mortgage'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.

Climpton T. Graham
Emma R. Graham

Zeller Graham
Mary Graham

State of Iowa, Madison County, SS.

On the 17th day of JUNE A. D. 1931, before the undersigned, a Notary Public in and for said County, came ZELLER GRAHAM and wife, MARY GRAHAM to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be their voluntary act and deed.

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

(NOTARIAL SEAL)

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

STATE OF INDIANA :
: SS.
CARROLL COUNTY :

On the 22 day of June A. D. 1931, before the undersigned a Notary Public in and for said County, came Climpton T. Graham and wife, Emma R. Graham, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers

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thereof, and acknowledged the execution of the same to be their voluntary act and deed.

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

**NOTARIAL
SEAL**

My commission expires May 12, 1935

Charles E. Smith
NOTARY PUBLIC IN AND FOR
CARROLL COUNTY, INDIANA.

Geo. M. Van Eynde & Co.

#1815

Filed for record the 6 day of August