

Mortgage Record, No. 83, Madison County, Iowa

and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL  
SEAL

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

L. H. Givan, single,

#2176

Filed for Record the 29 day of  
September A. D. 1931 at 10:50  
o'clock A. M.

To

Fee \$1.90

American Savings Bank and  
Trust Company, of Davenport,  
Iowa.

MORTGAGE

Mildred E. Knott, Recorder.

This INDENTURE made and executed this 25th day of September A. D., 1931, by and between  
L. H. Givan, single, of the County of Madison and State of Iowa, Party of the first part  
and AMERICAN SAVINGS BANK AND TRUST COMPANY, of Davenport, Iowa, a corporation organized  
under the laws of the State of Iowa, with its principal office and place of business at  
Davenport in Scott County in the State of Iowa, Party of the second part, WITNESSETH:

That the said First Party for and in consideration of Forty-five Hundred & 00/100  
DOLLARS, the receipt whereof hereby is acknowledged, does by these presents grant, bargain  
sell, convey and confirm unto said Second Party, its successors and assigns forever, the  
following described real estate, lying and being situated in the County of Madison and  
State of Iowa towit:

The Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) and the  
Southeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section  
Thirty-one (31), in Township Seventy-five (75) North, of Range  
Twenty-nine (29), West of the 5th P. M.

and also all of the rents, issues, use and profits of said land and the crops raised thereon,  
from date hereof until the debt secured hereby shall be paid in full, the intention  
being to convey hereby an absolute title in fee to the property hereinabove described, including  
any right of homestead and also every contingent right therein.

To have and to hold the property above described with all the appurtenances thereto  
belonging, unto the said Second Party and to its successors and assigns forever.

The said First Party hereby covenants that the above described premises are free from  
any encumbrance, that he has full right, power and authority to sell and convey the same,  
and will warrant and defend the title unto Second Party, its successors and assigns, against  
the lawful claims of all persons whomsoever. And the said --hereby release and relinquish  
all distributive share right and dower right in the above described premises.

Provided always that these presents are upon the express condition, that if First  
Party or his heirs, executors or assigns shall pay or cause to be paid to said American  
Savings Bank and Trust Company, its successors or assigns, at its office in Davenport, Iowa,  
the sum of \$4500.00, Forty-five Hundred Dollars, on the 1st day of October 1936 with interest  
thereon at the rate of six per cent per annum, payable Oct. 1 annually, with exchange,  
all according to the tenor and effect of the certain promissory note executed by  
the said L. H. Givan to the order of said American Savings Bank and Trust Company, of  
Davenport, Iowa, bearing even date herewith, then these presents to be void, otherwise to  
be and remain in full force and effect.

It expressly hereby is understood and agreed that if the principal sum hereby secured,  
or any installment of interest thereon shall not be paid promptly when due, that the same  
shall bear interest after due, until paid, at the rate of eight (8) per cent per annum;  
that if default is made in the payment of any interest installment or in case of failure  
of First Party to perform any of the covenants, or agreements contained herein, that then  
the principal sum, with interest due and accrued thereon shall at the option of Second  
Party its successors or assigns, become due, payable and collectible at once, without

*See binding of mortgage on Release of unexecuted Mortgage*  
Mortgage Record 90 pgs 513  
Mortgage Record 73 pgs 118  
American Trust Co  
of Davenport, Iowa

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

notice to First Party, and suit may be brought for the collection thereof, and for the foreclosure of this mortgage.

It further hereby is agreed that First Party, during the existence of this mortgage, shall cause the buildings located upon the real estate hereinabove described, to be insured against loss or damage by fire in at least the amount of \$ none and against loss or damage by windstorm in at least the amount of \$ none, in insurance companies to be approved by Second Party, its successors or assigns, and shall deliver such insurance/policies to Second Party at Davenport, Iowa and loss or damage, if any, under said policies shall be payable to the parties hereto as their interests may appear, and the insurance proceeds, at the option of Second Party, its successors or assigns, shall be received by Second Party, its successors or assigns and applied toward payment of this mortgage. Failure of First Party to maintain such insurance and deliver such policy or policies to Second Party shall authorize Second Party, its successors and assigns, at its or their option, to effect and maintain such insurance at the expense of First Party and the sums of money paid as premiums therefor, with interest on such sums at the rate of eight (8) per cent per annum, shall become a lien hereunder on the mortgage security described above.

It further hereby is agreed that First Party shall pay all taxes or assessments levied upon or which become a lien upon the mortgage property, or any part thereof, before the same become delinquent, and any failure of First Party so to do shall authorize Second Party, its successors and assigns, at its or their option, to pay such taxes or assessments at the expense of First Party and the sums of money paid therefor and interest thereon, at the rate of eight (8) per cent per annum, shall become a lien hereunder on the mortgage security described above.

It further hereby is agreed that in the event of suit being brought for the foreclosure of this mortgage that there shall be assessed as part of the costs thereof, in favor of the holder of this mortgage, the amount authorized by law therefor to pay the attorney's fee of the attorney for said holder. And it further is agreed that in the event a suit for the foreclosure of this mortgage is brought that there shall be assessed, as part of the costs thereof, in favor of the holder hereof, the reasonable cost of continuing the abstract of title to the mortgaged real estate herein described.

It further hereby is agreed that should said Second Party, its successors or assigns, redeem the mortgage security or any part thereof from tax sale, or become involved in litigation, either in maintaining the security created by this mortgage or in maintaining the priority of this mortgage as respects said security, or any part thereof, then in either or any of said events First Party shall refund and pay to Second Party, its successors or assigns, at Davenport, Iowa, all moneys, costs, charges and expenses paid out or incurred by Second Party, its successors or assigns by reason thereof; and First Party hereby authorizes Second Party, its successors or assigns, to employ attorneys to contest any claims affecting the mortgage security of any part thereof, and First Party hereby agrees to pay to Second Party, its successors or assigns, at Davenport, Iowa, a reasonable sum to defray the expenses, including attorneys' fees, of Second Party, its successors or assigns, incurred in maintaining its security and /or the priority of this mortgage, and First Party hereby agrees that this mortgage shall stand as security for all such sums.

Mortgagors each for themselves and for all persons and corporations hereafter claiming through or under any or all of mortgagors and who at any time hereafter may become holders of liens on the mortgage security, or any part thereof, junior to the lien of this mortgage, (a) hereby agree that the alienation by mortgagor of any of the security hereunder and/or the release or waiver by mortgagee of its lien on any such security, shall not relieve

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the security remaining, from being charged with the full unpaid mortgage debt; and (b) hereby expressly waive and release any right to claim a marshaling of assets as respects the mortgage security or any part thereof in the event of foreclosure or other enforcement of this mortgage.

It further hereby is agreed that in case of default in any respect in the strict performance of any of the covenants, agreements or conditions of this mortgage, that the mortgagee, its successors or assigns, either before or on commencement of an action to foreclose this mortgage, or at any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the mortgaged real estate and rent the same and collect the rents and profits therefrom; and who further shall have the power to take possession of all of the crops grown thereon and covered by this mortgage and who shall have the power to sell such crops, all for the use and benefit of mortgagee, its successors or assigns, and such rights shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in foreclosure and the right to have such receiver appointed on application of mortgagee or its successors or assigns shall exist during the statutory period of redemption, regardless of the solvency or insolvency of the debtor or mortgagor and regardless of the value of the mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises.

It further hereby is agreed and understood that in case mortgagor defaults hereunder in any respect, that then mortgagee, its successors or assigns hereby is authorized at its or their option, to take immediate possession of the mortgage security or any part thereof and to rent the mortgaged real estate and sell the crops thereon and shall be liable to account to mortgagor, only for the net profits thereof. And it further hereby is agreed that the taking of possession of such property by mortgagee, its successors or assigns, as provided above, shall in no manner prevent or retard the collection of the amounts hereunder payable, by foreclosure or otherwise. And mortgagee, its successors or assigns, hereby<sup>is</sup> authorized to hold or continue such possession until the mortgage property is sold and if redemption of any of the property is permitted by law, then until such property has been redeemed, or until the time for redemption has expired.

IN WITNESS WHEREOF the said Party of the first part has hereunto set his hand and seal the date herein first written.

L. H. Givan

(Seal)

STATE OF IOWA     )  
                          ) SS:  
Madison County    )

Be it remembered that on this 26th day of September A. D. 1931, before me, the undersigned Will H. Henry, a Notary Public in and for Madison County, Iowa personally appeared L. H. Givan, single, to me known to be the person named in and who executed the foregoing mortgage instrument as grantor and acknowledged that he executed the same as his voluntary

act and deed.

**NOTARIAL**  
**SEAL**

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

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