

Mortgage Record, No. 83, Madison County, Iowa

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

STATE OF IOWA)

(DISTRICT COURT SEAL)

COMPARED

C. E. Spurgin
Clerk District Court of Madison County, Iowa.

E. E. Maulsby & wife

#2311

Filed for record the 15 day of October
A. D. 1931 at 11:05 o'clock, A. M.,

To

Fee \$.80 ✓

Mildred E. Knott, Recorder

PARSONS COLLEGE

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That E. E. Maulsby and Evaline Maulsby, husband and wife, of the County of Madison State of Iowa, for good and valuable consideration do hereby convey unto the PARSONS COLLEGE, Fairfield, Iowa the following described Real Estate, situated in the County of Madison State of Iowa, to-wit:

Commencing at the South-east corner of Lot One (1) in Block Nine (9) of the Original Town of Earham, Madison County, Iowa, Running thence West One-hundred-forty-five (145) feet to the South-west corner of said Lot One (1), thence North Twenty-two (22) Feet, Thence East Fifty(50) feet, thence South Four (4) Feet, thence East Ninety-five (95) feet, to the street, thence South Eighteen (18) feet to the place of Beginning, together with the one-half of the side walls of the brick building now erected thereon.

Together with all the rents, crops, issues profits and income from the said above described premises.

And we hereby covenant with the said Parsons College that we hold the above described premises by title in fee simple; that we have good and lawful authority to sell and convey the same; that they are free and clear of all incumbrances whatsoever, and we covenant to warrant and defend said premises against the lawful claims of all persons whomsoever, dower and homestead in and to said premises.

This conveyance is to be void on the condition that the said E. E. Maulsby and Evaline Maulsby, husband and wife, shall pay to said Parsons College the following sums of money, to-wit:

Two Thousand and Eighty-One and 14/100 Dollars according to the tenor of the promissory note Dated Sep. 1st, 1931 due in 145½ monthly installments.

due, together with all sums at any time due or owing said Parsons College by the said E. E. Maulsby and Evaline Maulsby, Husband and wife, or either of them. And we agree that this mortgage shall stand as absolute security not only for any note or notes specifically described herein, but also for any other note or notes or indebtedness of any and every kind now, or hereafter, due or owing by us or either of us to said mortgagee. And we expressly waive all rights of dower, curtesy, the surviving spouse's distributive share and homestead.

And we agree that if default is made in the payment of said note or notes, or of any of any other indebtedness as specified above, or any part thereof, principal or interest, or if the taxes on said real estate or any personal property taxes that might become a lien against said real estate are not paid before any penalty accrues thereon, or if fire insurance in a good company to an amount not less than the insurable value of all buildings situated on said premises is not procured for the benefit of said mortgagee and such policies delivered to said mortgagee, then the whole of said indebtedness shall thereupon become due; that the mortgagee shall be entitled to judgment therefor, and for all amounts paid to save or

Decree of foreclosure of this mortgage entered, 4/16/35, in the District Court of Madison County, Iowa, on page 529, record.

Clerk District Court
C. E. Spurgin
4/16/35

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redeem said premises from tax sales or prior liens, and for the cost of a complete Abstract of Title or the continuation of the Abstract of Title, as may be necessary, and for all amounts paid to procure or maintain fire insurance on the buildings, together with interest on all said amounts at eight per centum per annum from the time of payment, and for a reasonable attorney's fee; and we further agree that this mortgage may be foreclosed for the same; and in case of a sale of said premises under the foreclosure of this mortgage we hereby agree that said premises may be sold as a whole or entirety, and we hereby waive all right to demand that said premises be sold in parcels, or the land other than the homestead be sold first. We hereby pledge all the crops, rents, issues, profits and income of the mortgaged premises to the payment of the debts secured hereby, and we also agree to the appointment of a receiver, to be named in the decree of foreclosure if the plaintiff so requests, and we waive the right of possession during the period of redemption.

Witness our hands, this 9th day of October, 1931

E. E. Maulsby
Evaline Maulsby

STATE OF IOWA, Madison County, SS.

On this 9th day of October, 1931 before me personally appeared E. E. Maulsby and Evaline Maulsby, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and

NOTARIAL
SEAL

Scott Shifflett
Notary Public in and for said County.