

Mortgage Record, No. 83, Madison County, Iowa

✓ John J. Kelleher et ux

#2397 ✓

Filed for record the 27 day of
October A. D. 1931 at 8:10 o'clock
A. M.

To

Fee \$1.40

Mildred E. Knott, Recorder

Iowa-Des Moines National
Bank & Trust Company

IOWA MORTGAGE

THIS INDENTURE, made this 24 day of October, A. D. 1931. between John J. Kelleher and Helen K. Kelleher, his wife, of the County of Madison and State of Iowa, parties of the first part, and Iowa-Des Moines National Bank & Trust Company, a corporation created under and by virtue of the laws of the United States, and having its principal place of business at Des Moines, Iowa, party of the second part, WITNESSETH: That the said parties

on Release of annexed Mortgage see
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BOONE BLANK BOOK CO., BOONE, IOWA 28012-30

of the first part, in consideration of Seven thousand & No/100 DOLLARS, the receipt where-
of is hereby acknowledged, do by these presents, SELL AND CONVEY unto the said party of
the second part, and its successors and assigns, forever, the following described Real
Estate situated in the County of Madison, State of Iowa, to-wit:

The North one-half ($N\frac{1}{2}$) of the Northeast one-quarter ($NE\frac{1}{4}$)
and the North one-half ($N\frac{1}{2}$) of the Northwest one-quarter
($NW\frac{1}{4}$) of Section Thirty-six (36), Township Seventy-six (76)
North, Range Twenty-six (26) West of the 5th P. M.

and also all of the rents, issues, use and profits of said real estate from now until the
debt secured hereby shall be paid in full.

Said parties of the first part hereby covenant that they have good right to sell and con-
vey said premises, and that they are free from encumbrance, and hereby warrant the title
against all persons whomsoever, and waive all right of dower and homestead therein.

CONDITIONED, HOWEVER, That if John J. Kelleher and Helen K. Kelleher shall pay or
cause to be paid to IOWA-DES MOINES NATIONAL BANK & TRUST COMPANY, its successors or as-
signs, at its or their home office, or at such other place, either within or without the
State, as the owner of the Note may from time to time designate, the sum of Seven thousand
& No/100 Dollars (\$7,000.00) with the interest thereon, payable annually, at the rate of
 $5\frac{1}{2}$ per cent, per annum, until maturity, payable semi-annually on the first day of May of
each and every year, according to the tenor and effect of one promissory note signed by
John J. Kelleher and Helen K. Kelleher, and payable to IOWA-DES MOINES NATIONAL BANK &
TRUST COMPANY, and bearing even date with these presents; and shall promptly pay before
the same shall become delinquent all taxes and special assessments of any kind, that may
be laid within the State of Iowa, upon said premises, or any part thereof, or upon the in-
terest of the mortgagee, its successors or assigns, in said premises, or upon the note or
debt secured by this mortgage, and shall procure and deliver to said party of the second
part, its successors or assigns, at its or their home office, on or before the first day
of October in each and every year, duplicate receipts of the proper officers for the
payment of all such taxes and assessments for the preceding year; and shall keep the
buildings upon said premises constantly insured in some reliable insurance company, to be
approved by the said party of the second part, its successors or assigns, to the amount
of not less than---the loss or damage to be made payable to said party of the second part,
its successors or assigns, as its or their interests may appear, and all of which insurance
policies and renewal receipts shall be endorsed and delivered to said party of the second
part, its successors or assigns; and shall keep the buildings and other improvements on
said premises in as good repair and condition as at this time, ordinary wear and tear only
excepted; and shall pay all expenses and attorney's fees incurred by said second party,
its successors or assigns, by reason of litigation with third parties to protect the lien
of this mortgage; then these presents to be void, otherwise to be and remain in full force.

It is expressly understood and agreed that if the insurance above provided for is not
promptly effected, or if the taxes or special assessments assessed against said property
shall become delinquent, the said party of the second part, its successors or assigns,
(whether electing to declare the whole mortgage due and collectible or not) may effect
the insurance above provided for, and may and is hereby authorized to pay said taxes and
special assessments (irregularities in the levy or assessment of said taxes being expressly
waived), and all such payments with interest thereon from the time of payment shall be a
lien against said premises.

And it is agreed that if default shall be made in the payment of said note, or any
part of the interest thereon, promptly on maturity, or if there shall be a failure to com-
ply with any or every condition of this mortgage, then said note, and the whole of the in-

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debtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and collectible at once, by foreclosure or otherwise, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the party of the second part, or its assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said first parties only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, the whole indebtedness secured by this mortgage shall draw interest at the rate of eight per cent, per annum.

And it is agreed that if said note and mortgage, or either of them, shall be placed in the hands of any attorney for collection or foreclosure, or other legal proceedings, the parties of the first part will pay a reasonable attorney fee for any service rendered by attorney in connection herewith, and all expenses incurred in procuring abstracts of title for purposes for the foreclosure suit, and such attorney fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

Provided always, that if the said first parties, their heirs or assigns shall pay or cause to be paid the said note, interest, taxes and assessments, as specified in said note and this mortgage, and shall fully perform all the covenants and agreements herein expressed, then this mortgage shall be fully satisfied and the said second party shall release said real estate at the expense of the party of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

John J. Kelleher
Helen K. Kelleher

STATE OF IOWA)
) SS.
POLK COUNTY)

On this 24 day of October, A. D. Nineteen hundred and thirty-one, personally appeared before me, a Notary Public in and for Polk County, State of Iowa, John J. Kelleher and Helen K. Kelleher, his wife, to me known to be the persons named in and who executed the foregoing mortgage, and acknowledged the execution of the same as their voluntary act and

NOTARIAL
deed.
SEAL

Verne L. Deskin
Notary Public in and for said County.