

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 28018-30

SEAL

Notary Public, Scott County, Iowa.

Anna Mease & husband

#2431

Filed for record the 30 day of October
A. D. 1931 at 10:40 o'clock A. M.,

To

Fee \$1.00 ✓

Mildred E. Knott, Recorder

Luella M. Deardorff

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Anna Mease and M. C. Mease, wife and husband of Madison County, and State of Iowa in consideration of the sum of One Thousand Ninety and no/100 DOLLARS, in hand paid by Luella M. Deardorff of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said Luella M. Deardorff the following described premises, situated in the County of Madison and State of Iowa to-wit:

The West 69.32 acres of the South half of Section 7,
Township 74, North Range 26, West of the 5th P. M.

containing 69.32 acres; together with all future rents, issue and profits of said premises.

And hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except, and we hereby release all our right of homestead and dower interest therein

The above sale and conveyance is however, made upon the following express conditions; that if Anna Mease and M. C. Mease shall pay or cause to be paid, the sum of One Thousand Ninety and no/100 DOLLARS, according to the tenor and effect of three certain promissory notes, described as follows:

Three Hundred Ten and no/100 Dollars, due March 1, 1932
Five Hundred Five and no/100 Dollars, due March 1, 1932
Two Hundred Seventy Five ---Dollars, due March 1, 1932

bearing even date herewith, payable to the order of said Luella M. Deardorff with interest thereon from maturity at the rate of 7 per cent per annum, payable annually, and any and all taxes levied and assessed upon said notes or to the owner or holder of same by reason thereof, then the above sale and conveyance shall be void, but otherwise it shall remain in full force and effect.

And it is hereby agreed, that, if the said mortgagors allow any taxes upon any part of said premises to become delinquent and remain unpaid, or allow any part thereof to be sold for taxes, or fail to insure the buildings on premises in a reliable stock company in an amount equal to two-thirds the value thereof, payable to mortgagee, or fail to pay any of the notes herein described or the interest due therefor as the same becomes due, or commit waste on said premises, or if any tax or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause the entire principal sum hereby secured and all interest accrued thereon, at the option of the mortgagee or assigns, to become immediately due and payable, and the mortgagee her, heirs, or assigns, may, without demand or notice upon mortgagors, or grantees, proceed at once to foreclose this mortgage. It is further agreed that for the protection of the lien created by this mortgage, the holder of the notes herein described, may pay off any lien or liens on said land, for taxes or otherwise, whether prior or subsequent, that may in any manner effect the title to said premises and any taxes levied against the holder of said notes, for same and the money so paid shall immediately become due and payable and bear interest at eight

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 7th day of Oct. 1932. Luella M. Deardorff, Witnessed by Mildred E. Knott, Recorder, Vada C. Bishop, Deputy.

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per cent, and this mortgage shall stand security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage then the said mortgagors agree to pay a reasonable attorney's fee, which shall be included in the judgment in such foreclosure case.

It is also agreed, that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs, or assigns, shall, before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, be entitled to the appointment of a receiver, who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, for the benefit of the said mortgagee---heirs, or assigns and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee, shall exist regardless of the fact of the solvency or insolvency of the mortgagor, and regardless of the value of said mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense.

Dated, this 30th day of October 1931.

S. G. Mease, Witness

Anna Mease
his Mark
M. C. Mease x

STATE OF IOWA, Madison County, SS:

On this 30th day of October A. D., 1931, before me---, a-----in and for said County, personally appeared Anna Mease and M. C. Mease wife and husband to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto and acknowledged that they executed the same as their voluntary act and

deed
**NOTARIAL
SEAL**

under my hand and seal of office the day and year last above written.

L. M. Delaplain
Notary Public in and for said County.

40455

Filed for record the 4 day of Nov.