

Mortgage Record, No. 83, Madison County, Iowa

Hugh G. Patton and wife,
Eva S. Patton

#2574

Filed for record the 21 day of
November A. D. 1931 at 9:15 o'clock
A. M.

Fee \$1.90

To

L. A. Andrew, Receiver of the
American Savings Bank and Trust
Company, of Davenport, Iowa.

Mildred E. Knott, Recorder

MORTGAGE

This INDENTURE made and executed this 1st day of October, A. D. 1931, by and between
Hugh G. Patton and wife, Eva S. Patton, of the County of Madison and State of Iowa, Parties
of the first part and L. A. Andrew, Receiver of the
AMERICAN SAVINGS BANK AND TRUST COMPANY, of Davenport, Iowa, a
corporation orgainzed 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 Parties for and in consideration of Five Thousand and 00/100
(\$5,000.00) DOLLARS, the receipt whereof hereby is acknowledged, do 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 Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter
($\frac{1}{4}$) of Section Eight (8); and the North twenty-six (26)
acres of the East Half ($\frac{1}{2}$) of the East Half ($\frac{1}{2}$) of the
Northeast Quarter ($\frac{1}{4}$), and all that part of the West
Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast
Quarter ($\frac{1}{4}$) and of the Northwest Quarter ($\frac{1}{4}$) of the North-
east Quarter ($\frac{1}{4}$) lying and being on the North and East of
the center of the main channel of Middle River, of Sec-
tion Eighteen (18); and the Northwest Quarter ($\frac{1}{4}$) of the
Northwest Quarter ($\frac{1}{4}$) of Section Seventeen (17), and a
tract described as follows: Commencing at the Northwest
corner of the Northeast Quarter ($\frac{1}{4}$) of the Northwest
Quarter ($\frac{1}{4}$) of Section Seventeen (17), running thence
East to center of Middle River, thence in a Southwesterly
direction to a point where said river crosses the West
line of said Northeast Quarter ($\frac{1}{4}$) of the Northwest Quar-
ter ($\frac{1}{4}$), thence North to place of beginning; all in
TOWNSHIP Seventy-five (75) North, of Range Twenty-eight
(28) West of the 5th P. M., containing 141 acres, more
or less.

and also all of the rents, issues, use and profits of said land and the crops raised there-
on, from date thereof until the debt secured thereby shall be paid in full, the intention
being to convey hereby an absolute title in fee to the property hereinabove described, in-
cluding 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 Parties hereby covenants that the above described premises are free
from any encumbrance, that they have full right, power and authority to sell and convey
the same, and they will warrant and defend the title unto Second Party, its successors and
assigns,, against the lawful claims of all persons whomsoever. And the said Eva S. Patton
hereby releases and relinquishes all distrubutive share right and dower right in the above
described premises.

Provided always that these presents are upon the express condition, that if First
Parties or their heirs, executors or assigns shall pay or cause to be paid to said/
L. A. Andrew, Receiver,
American Savings Bank and Trust Company, its successors or assigns, at its office in
Davenport, Iowa, the sum of \$5,000.00 (Five Thousand Dollars,) on the 1st day of Oct., 1936
with interest thereon at the rate of 5 $\frac{1}{2}$ per cent per annum, payable Oct. 1, annually, with
exchange, all according to the tenor and effect of the certain one promissory note executed
by the said Hugh G. Patton and Eva S. Patton to the order of said/
L. A. Andrew, Receiver
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,

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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 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 \$4000.00 and against loss or damage by windstorm in at least the amount of \$4000.00, in insurance companies to be approved by Second Party, its successors or assigns, and shall deliver such insurance policy or 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 or 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 expense, including attorneys' fees, of Second Party, its successors or

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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 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 of 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 is 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 Parties of the first part have hereunto set their hands and seals the date herein first written.

Hugh G. Patton (Seal)
Eva S. Patton (Seal)

STATE OF IOWA)
) SS:
MADISON COUNTY)

Be it remembered that on this 20th day of November, A. D. 1931, before me, the undersigned H. C. Fosher, a Notary Public in and for Madison County, Iowa, personally appeared Hugh G. Patton and wife, Eva S. Patton, to me known to be the persons named in and who executed the foregoing mortgage instrument as grantors and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL WITNESS my hand and Notarial Seal the day and year last above written.
H. C. Fosher
Notary Public in and for Madison County, Iowa.