

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 22012-20

Omer E. Harrell & wife

Filed for record this 14 day of March
A. D. 1931 at 11:15 o'clock P. M.

to

#666

Mildred E. Knott
Recorder

Edgar Harrell

Fee \$1.10 ✓

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Omer E. Harrell and Bessie G. Harrell of Madison County, and State of Iowa in consideration of the sum of Six thousand Dollars, in hand paid by Edgar Harrell of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said Edgar Harrell the following described premises situated in the County of Madison and State of Iowa to-wit:

Southeast quarter of Northeast quarter and North half of Northeast quarter and Northeast quarter of Northwest quarter of Section Thirty and Southeast quarter of Southeast quarter of Section Nineteen, all in Township Seventy five (75) North, Range Twenty seven (27) West of 5th P. M.

Subject to first mortgage of \$19,500.00 maturing January 1, 1935

And we hereby covenant with the said Edgar Harrell that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; except as above and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Bessie G. Harrell hereby relinquish ___ right of dower in and to the above described premises.

PROVIDED, always, and these presents are upon this express condition, that if the said Omer E. Harrell and Bessie G. Harrell heirs, executors or administrators shall pay or cause to be paid to the said Edgar Harrell executors and administrators or assigns, the sum of Six thousand Dollars, on the 1st day of March 1933, with interest thereon according to the tenor and effect of the one promissory note of the said Omer E. Harrell and Bessie G. Harrell payable to Edgar Harrell bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Omer E. Harrell and Bessie G. Harrell shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Omer E. Harrell and Bessie G. Harrell shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$4000. and shall deliver the policies and renewal receipts therefore to said mortgagee, and if the said Omer E. Harrell and Bessie G. Harrell fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from Omer E. Harrell and Bessie G. Harrell with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits

J. W. Harrell
for assignment of interest in mortgage on
Madison County, Iowa 382

In Witness Whereof Priority See Inty Record 94-252

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thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Omer E. Harrell and Bessie G. Harrell allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in ____ days thereafter; and the mortgagee his heirs, or assigns may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Omer E. Harrell and Bessie G. Harrell in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 28th day of February, 1931

Omer E. Harrell

Bessie G. Harrell

State of Iowa)ss
Madison County

On this 2nd day of March A. D., 1931, before me S. A. Hays, a Notary Public in and for Madison County, Iowa personally appeared Omer E. Harrell and Bessie G. Harrell 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 deed.



S. A. Hays
Notary Public in and for
said County.