

Mortgage Record, No. 83, Madison County, Iowa

Frank Veverka

#193

Filed for record the 30 day of Jan.,
A. D. 1932 at 3:20 o'clock P. M.,

To

Fee \$2.30

Mildred E. Knott, Recorder
Valda C. Bishop, DeputyRoyal Union Life Insurance
Company

REAL-ESTATE MORTGAGE

THIS INDENTURE, made the 15th day of December A. D. 1931 between Frank Veverka, single and of lawful age, party of the first part, and the Royal Union Life Insurance Company, a corporation organized and existing under the laws of Iowa, and having its post office address and principal place of business at Des Moines, Iowa, party of the second part: WITNESSETH, That said party of the first part, in consideration of Fifteen Thousand and No/100 DOLLARS, to me in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, 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 and State of Iowa, to-wit:

The Southeast quarter (SE $\frac{1}{4}$) of Section Five (5)
Township Seventy-seven (77) North, Range Twenty-eight (28)
West of the 5th P. M. except the right-of-way of the Chicago,
Rock, Island and Pacific Railroad Company.

Together with the privileges and appurtenances to the same belonging, and all rents, profits and income therefrom arising.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns, forever

And the said party of the first part hereby covenants that he has good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waives all right of dower and homestead therein.

CONDITIONED, HOWEVER, That if Frank Veverka, said party of the first part, his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, at the office of said party of the second part in the City of Des Moines, Iowa, the sum of Fifteen Thousand and No/100 DOLLARS, due March 1st, 1947, with interest, according to the terms of a promissory note bearing date December 15th, 1931, executed by said party of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Iowa upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in the amount of Eighty-nine Hundred Fifty Dollars and against loss or damage by windstorm, tornado or cyclone in the amount of Eighty-nine Hundred Fifty and No/100 Dollars, in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other im-

For 100% of interest Mortgage see
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for Assignment of Interest in Mortgage
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provements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said party of the first part hereby agrees to do; then these presents to be void, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees hereinabove specified, shall, at the option of the party of the second part and without notice to the party of the first part, become due and collectible at once by foreclosure or otherwise; and upon commencement of any foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns, or the purchaser at such sale, may at once and without notice to the party of the first part, or any person claiming under him appoint a receiver for said premises to take possession thereof to collect the rents, income and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire and out of the same to make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and taxes and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership, and any balance remaining of said rents, issues and profits shall be applied upon the payment of any part of the judgment entered in such foreclosure suit and remaining unpaid and unsatisfied by sheriff's sale of said premises, and for each and every such purpose above specified said rents, income and profits are hereby irrevocably pledged.

And it is agreed that if said note and this mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure or other legal proceedings the party of the first part will pay a reasonable attorney's fee for any service rendered by such attorney in connection therewith and all expense incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney's fee and ex-

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collectible shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

In consideration of the foregoing loan it is hereby specifically agreed by said party of the first part that the premises hereinbefore described shall not be leased by first party without first obtaining the written consent of second party, if, as and when there is any existing default in the payment of any part of the principal or interest of said promissory note and/or any delinquent taxes or special assessments against said premises; nor within sixty days prior to the due date of the payment of any principal or interest of said note and/or the date any taxes or special assessments against said real estate become delinquent.

CHattel Mortgage Clause

That in consideration of the making of said loan referred to in the foregoing real estate mortgage and for the purpose of additional security thereof the said Frank Veverka hereby bargain and sell, and do by these presents grant and convey unto said Royal Union Life Insurance Company, of Des Moines, Iowa, its successors or assigns, the following goods, chattels, rents, income and profits, to-wit; All crops growing, grown or to be grown on the land described in the foregoing real estate mortgage of which this chattel mortgage is a part during the entire term of said real estate mortgage and until the indebtedness secured thereby is fully paid, including all ripened grains that have been severed from the soil, said crops growing, grown or to be grown as aforesaid to be and include wheat, corn, oats, rye, hay, fruit, vegetables, and all other farm products of every kind and character whatsoever, and also upon all rents, income and profits from said premises during the entire term of said real estate mortgage and until the indebtedness secured thereby is fully paid. TO HAVE AND TO HOLD the same forever. And we, the said Frank Veverka, will warrant and defend the same against all persons whomsoever. Upon condition, however, that if the said Frank Veverka shall pay to said Royal Union Life Insurance Company, its successors or assigns, the payments of principal and interest in accordance with the terms of said promissory note referred to in the foregoing real estate mortgage and shall also fully and strictly perform each and every term, covenant and condition contained in said real estate mortgage on their part to be performed, then this chattel mortgage shall be void; otherwise to remain in full force and effect, And the said Frank Veverka do hereby consent to and agree with the said Royal Union Life Insurance Company, its successors or assigns, that either in the case default is made in the payment of either the principal or interest of said promissory note secured by the foregoing real estate mortgage, or in case of said Frank Veverka failing, neglecting or refusing to strictly perform any of the terms, covenants or conditions of said real estate mortgage by them to be performed strictly in accordance with the provisions thereof, or in case of said Frank Veverka attempting to dispose or remove from said premises the aforesaid crops, or any part thereof, or to sell transfer, assign or in any manner dispose of either the said rents, income or profits, or any part thereof, without the written consent of said Royal Union Life Insurance Company, its successors or assigns, or in case suit is commenced to foreclose said real estate mortgage, then and in either of such events the said Frank Veverka hereby specifically consent and agree that said Royal Union Life Insurance Company, its successors or assigns, by itself or agents, shall have the right and power to take immediate possession of said crops, rents, income and profits wherever found or in the possession of whomsoever the same may be, the possession of these presents being its sufficient authority thereof, and to sell said crops at either public or private sale, and if at public sale then at any

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place to be selected by said Royal Union Life Insurance Company, its successors or assigns, after giving ten days notice thereof by posting up written notices in three public places in the county where said premises is situated, the person conducting said sale being hereby authorized to adjourn the sale, if deemed in his opinion necessary, from time to time, until said property is sold, the said person conducting said sale, if at public sale, and the said Royal Union Life Insurance Company, if at private sale, being hereby specifically authorized to give a bill of sale to the purchaser thereof, which bill of sale shall be conclusive as to the regularity of all the proceedings connected therewith, and convey absolutely all right, title and interest therein of said Frank Veverka their heirs, executors, administrators, assigns, lessees or grantees, at which public sale the said Royal Union Life Insurance Company may be a purchaser, and further, to collect said rents, income and profits, and to apply the proceeds from either the sale of such crops or the collection of such rents, income and profits upon the payment of the amount due or to become due on said promissory note, together with all costs incurred in the taking, keeping, advertising or selling of such crops and/or the collection of such rents, income and profits, including reasonable attorney's fees, the said Frank Veverka hereby ratifying and confirming each and every act of the said Royal Union Life Insurance Company and/or its agents and/or the person making the sale aforesaid may do in connection with the taking or selling of said crops and/or the collection of said rents, income and profits and the application of the proceeds thereof; it being hereby expressly understood and agreed that this chattel mortgage shall not be considered in lieu of the security provided by said real estate mortgage but as additional security thereto.

It is hereby agreed that the foregoing chattel mortgage clause shall not be construed as being in conflict with the receivership provision in said real estate mortgage nor in lieu thereof, but shall be construed as additional thereto.

It is hereby further specifically agreed that the failure or delay of the second party to exercise any of its rights or privileges under said note and real estate mortgage or the chattel mortgage clause included therein shall not be held a waiver of any of the terms or conditions of said real estate mortgage or the chattel mortgage clause therein, nor of any options rights or privileges of second party; and further, that any act of second party waiving or which may be held to have waived any specific default by first party in the performance of any of the conditions or provisions of said real estate mortgage or the chattel mortgage clause included therein on first party's part to be performed, shall not constitute nor be held a waiver of any future defaults by first party in any of the provisions of said real estate mortgage and chattel mortgage clause therein.

All the terms, conditions and provisions of the foregoing real estate mortgage and the chattel mortgage clause contained therein shall be binding upon the heirs, executors, administrators, assigns, lessees and grantees of said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand this day and year first above written.

— In presence of
STATE OF IOWA)
) SS.
COUNTY OF POLK)

Frank Veverka

On this 15th day of December A. D. 1931, before me, Chas Volz, a notary public in and for the County of Polk, and State of Iowa, personally appeared Frank Veverka, a single man of lawful age, to me known to be the person named in and who signed and executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL

My SEAL

Chas. Volz
Notary Public in and for the County of Polk,
State of Iowa

My Commission will expire July 4th, 1933.