

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 23013-30

SEAL

C. C. Williams
Notary Public in and for said County.

A. E. Sayre & wife

2627

FILED
Filed for record the 3 day of December
A. D. 1932 at 10:20 o'clock A. M.,

to

Fee \$1.00

Mildred E. Knott, Recorder

Venia M. & E. M. Kellar

REAL ESTATE MORTGAGE
WITH RECEIVERS CLAUSE

KNOW ALL MEN BY THESE PRESENTS:

That We, A. E. Sayre, and Laura S. Sayre, of Worren County and State of Iowa in
DOLLARS
consideration of the sum of One Thousand/in hand paid, by Venia M. Kellar, and E. M.
Kellar, of Cherry, County and State of Nebraska. do hereby SELL AND CONVEY unto the said
Venia M. Kellar, and E. M. Kellar, the following described premises, situated in the
County of Madison and State of Iowa. to-wit:

The East Sixty One Acres of the South One-half ($\frac{1}{2}$) of the South East
One-fourth, of Section Twenty Four (24), Township Seventy Four (74) Range
Twenty Six (26) West of the Fifth, P. M.,
Ohip Township, Madison County, Iowa.

containing 61 Acres and we hereby covenant to WARRANT AND DEFEND the said premises against
the lawful claims of all persons whomsoever, except -----

and the grantors herein SELL AND CONVEY all rights of homestead and dower interest there-
in.

The above sale and conveyance is, however, made upon the following express con-
ditions; that if A. E. Sayre, and Laura S. Sayre shall pay or cause to be paid, the sum
of One Thousand (\$1000) Dollars, according to the tenor and effect of One certain prom-
issory note described as follows:

One Thousand, (\$1000) DOLLARS, due November, 1st, 1935

bearing even date herewith, payable to the order of said Venia S. Kellar, and E. M. Kellar,
with interest thereon from November 1st, 1932. at the rate of Six per cent, per annum,
payable annually and any and all taxes levied and assessed upon said notes or to the
owner of 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
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 thereon as the same be-
come due or if the indebtedness, principal or interest, secured by any and all prior

Release
For Assignment of Annexed Mortgage See
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mortgages, liens or encumbrances of any kind whatever, on or against said premises, be not paid when due according to the tenor thereof, or commit waste on said premises or if any tax or assessemnt 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 their 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 affect 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 per cent, and this mortgage shall stand security thereof, 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, and to enforce collection from the crops grown or raised on the within described premises during the life of this mortgage, for the benefit of said mortgagee, their 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 1st, day of December, 1932.

A. E. Sayre
Laura S. Sayre

STATE OF IOWA,
COUNTY OF CLARKE,) SS:

On this 1st, day of November, A. D., 1932, before me, J. J. Fleming, a Notary Public in and for the County of Clarke State of Iowa, personally appeared A. E. Sayre, and Laura S. Sayre, (Husband and Wife) to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

(NOTARIAL SEAL)

J. J. Fleming
Notary public in and for Clarke County, State of Iowa

acknowledgment complies with Sec. 10103
Iowa Code and court decisions of 1927.)

**NOTARIAL
SEAL**