

Mortgage Record, No. 83, Madison County, Iowa

W. Doyle Roby & Wf.
To
J. F. Reed

#374
Fee\$1.30

Filed for record the 25 day of February
A. D. 1932 at 11:30 o'clock A. M.,
Mildred E. Knott, Recorder
Valda C. Bishop , Deputy

MORTGAGE

Thid Mortgage, Made the 25th day of February 1932, by and between W. Doyle Roby and Wilma Louise Roby, husband and wife, of Madison County, and state of Iowa, hereinafter called the mortgagors, and J. F. Reed hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of One Thousand Seven Hundred Twenty-five ---(\$1725.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The South Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) and Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M.; also, the North Five (5) acres of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) and the West One and sixty-seven one-hundredths (1.67) acres of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M., excepting therefrom commencing at a point Thirty-three (33) feet West of the Northeast Corner of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M., West Two hundred Fifty (250) feet, South Eighty (80) feet, East Two Hundred Fifty (250) feet and North Eighty (80) feet; Also, commencing at a point Eighty (80) feet south and Thirty-three (33) feet West of the Northeast Corner of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M., thence West One Hundred Sixty-nine (169) feet, thence South Ninety (90) feet, thence East One Hundred Sixty-nine (169) feet, thence North Ninety (90) feet; also, commencing at a point Eighty (80) feet South and Two Hundred Two (202) feet West of the Northeast Corner of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M., thence West Fifty-two (52) feet, South Fifty-two (52) feet, East Fifty-two (52) feet, thence North Fifty-two (52) feet,

said W. Doyle Roby having acquired said property under a conveyance filed in the office of the County Recorder of Madison County, Iowa, on the 5th day of August, 1927, and recorded in Book 67 of Deeds on page 429 of the records of said office, subject to a life estate of J. F. Roby and Ella Roby, husband and wife.
containing in all__ acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, or however else, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of One Thousand Seven Hundred Twenty-five (\$1725.00) Dollars, on the 25th day of February A. D. 1942, with interest according to the tenor and effect of the

Deputy of Recorder of this Mortgage
entered, Book 10, 1930, in the District Court
of Madison County, Iowa, on page 440 record
of said Court.
Mildred E. Knott, Recorder
Valda C. Bishop, Deputy

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

one certain promissory note of the said W. Doyle Roby and Wilma Louise Roby, husband and wife bearing even dates with these presents; principal and interest payable at the office of McCall Land And Loan Company, at Winterset, Iowa.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than their insurable value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagors shall pay when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortgagors fail either to so pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured, to the same extent, as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon from the date of such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any state during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

W. Doyle Roby
Wilma Louise Roby

STATE OF IOWA, Madison County, SS.

On the 25th day of February A. D. 1932, before the undersigned, a Notary Public in and for said county, came W. Doyle Roby and Wilma Louise Roby, husband and wife to me personally known to be the identical persons whose names are subscribed to the foregoing

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mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year last above written.

NOTARIAL
SEAL

Daniel J. Gallery
Notary Public in and for Madison County
Iowa