

Mortgage Record, No. 83, Madison County, Iowa

DOONE BLANK BOOK CO., DOONE, IOWA. 25015-20

STATE OF NEBRASKA LANCASTER COUNTY

SEAL

My Commission Expires

Notary Public in and for Lancaster County,
State of Nebraska.

Miles G. Mullen and wife

#443

Filed for record the 1 day of
March A. D. 1932 at 1:05 o'clock
P. M.

✓ To

Fee \$1.00

S. J. Don Carlos

Mildred E. Knott, Recorder

MORTGAGE

For the consideration of Four hundred and no/100 DOLLARS Miles G. Mullen and Hattie Mullen, husband and wife of Rusk County, Wisc. first party hereby convey to S. J. Don Carlos of Adair County Iowa second party, the following real estate situated in Madison County, Iowa, described as follows, to-wit:

The North east Quarter of the South west Quarter and the North 10 acres of the South east Quarter of the South west Quarter of Section Twenty (20) in Township Seventy five (75) North, Range Twenty six (26) West of the Fifth P. M. Iowa, containing 50 acres, more or less.

This mortgage is junior to a mortgage now on said premises for \$600.00

The said first party hereby warrants the title against all persons whomsoever.

To be void upon conditions that said Miles G. Mullen and Hattie Mullen pay said second party or assigns Four Hundred and no/100 DOLLARS on or before the first day of October, 1934, with interest thereon from March 1, 1932 at the rate of six per cent per annum payable annually on the first day of October in each year, according to the tenor of one promissory note of even date herewith, with interest thereon at the rate of eight per cent per annum after maturity, payable annually at the Greenfield Savings Bank Greenfield, Iowa,

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party hereby pledges all the rents, issues, profits and income of the mortgaged premises to the payment of the debt secured hereby. Said first party shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, and should any reduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof required of the mortgagee, or assigns, then said mortgagor shall pay the taxes on this mortgage and the debt hereby secured before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than ---Dollars, delivering all policies and renewal receipts to said second party, and in case the taxes are not so paid, or the insurance so kept in force by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended and this mortgage shall stand as security therefor, and said first party shall pay, in case of suit,

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a reasonable attorney's fees and expenses of continuation of abstract and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectable, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and said second party or assigns may take possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of/^{said} second party, at any time after default of the first party as to any of the provisions hereof, either independently or in connection with foreclosure, and if in connection with such foreclosure, may be appointed at the commencement of the suit, or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

All money paid by said second party or assigns for insurance taxes, abstract, or to protect the lien of this mortgage, shall bear interest at the rate of eight-per cent per annum, payable annually, and be a lien on said land under this mortgage. It is agreed that in case of foreclosure of this mortgage, no deficiency judgment will be taken against the makers hereof.

Dated this 28th day of Dec. 1931.

Miles G. Mullen
Hattie Mullen

STATE OF IOWA , Adair County, SS

On this 31" day of December 1931 before me a Notary Public in and for said county and state, personally appeared Miles G. Mullen and Hattie Mullen, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

NOTARIAL
SEAL

Witness my hand and notarial seal, by me affixed the day and year last above written.

G.B. Don Carlos
Notary Public in and for Adair County,

(CORPORATE SEAL)