

Mortgage Record, No. 85, Madison County, Iowa

William E. Batey

#2963

Filed for record at 9:05 o'clock
A. M. on the 30th day of Decem-
ber, A. D. 1933.

To

Fee \$1.60 ✓

The Union Central Life
Insurance Company.

Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

MORTGAGE

IN CONSIDERATION OF \$4,860.00 Four Thousand Eight Hundred Sixty and no/100 DOLLARS, William E. Batey, a single man of Polk County, State of Iowa, party of the first part, hereby convey_ to THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation of Cincinnati, Ohio, party of the second part, the following real estate situate in Madison County, Iowa, described as follows, to wit:

The Southeast Quarter of the Northwest Quarter, and a tract used for roadway, described as follows: BEGINNING at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 28, running thence North 15 feet, thence in a southwesterly direction to a point 15 feet West of said Southeast corner of the Southwest quarter of the Northwest Quarter thence East to place of beginning, also the West half of the Southwest Quarter (except a tract 10 rods East and West by 7 rods North and South in the Northwest Corner thereof used for school purposes). The above described land all being in Section 28, Township 75 North, Range 28 West of the 5th P. M. containing 119½ acres, more or less.

This Mortgage is given to secure the balance purchase price for the above land which was conveyed by the Deed of the grantee herein, to the grantor herein, recorded in Book 70 Page 445 records of Madison County, Iowa.

And the party of the first part does hereby sell and convey to the party of the second part, or to the holder of this mortgage and the debt secured hereby, all of the rents, issues, use and profits, and the crops raised on the foregoing described real estate, from now until the debt secured by this mortgage shall be paid in full.

The said party of the first part hereby warrant_ the title against all persons whomsoever. To be void upon condition that said party of the first part pay said party of the second part, its successors or assigns, all money advanced under this mortgage and the certain promissory note of which the following is a copy:

\$4,860.00

November 10th, 1933

For value received, I promise to pay to the order of THE UNION CENTRAL LIFE INSURANCE COMPANY OF CINCINNATI, OHIO, the sum of Four Thousand Eight Hundred Sixty and no/100 DOLLARS at the Home Office of said Company in Cincinnati, Ohio, in installments as follows: \$54.00 on the First day of March, 1934, and \$100.00 on March 1st of the years 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, and \$4,006.00 on March 1st, 1943, together with interest thereon from September 1, 1933 at the rate of Five per centum per annum, payable semi-annually on March 1st and Sept. 1st of each year-First pmt. Mar. 1, 1934

This note evidences a balance of purchase money and is secured by a mortgage or deed of trust of even date. In the event of default in the payment of any installment of the principal, or interest thereon, or default in the payment of taxes or water, ditch or other assessments upon the premises described in said mortgage or deed of trust, or default in the payment of fire, lightning or windstorm insurance premiums, or a breach of any of the other covenants contained in said mortgage or deed of trust, the holder of this note may, at its option, without notice, declare the unpaid principal and the interest accrued thereon, immediately due and payable and may proceed by foreclosure or by sale under the power contained in said mortgage or deed of trust to enforce the collection thereof.

In case this note is placed in the hands of an attorney for collection, I agree to pay all costs of collection and a reasonable attorney's fee, if permitted by law.

Installments of principal and interest not paid when due shall bear Eight per cent interest per annum after maturity, until paid.

The right is reserved to pay any amount at any time prior to maturity and stop interest thereon provided all prior installments have been paid, but such prepayments shall not

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relieve from continuing consecutive payments in amounts as herein provided.

This note is to be construed by the laws of Iowa.

Any check, draft or money order submitted in settlement of this note, or any part thereof, may be handled for collection in accordance with the practice of the collecting bank or banks, and shall not be deemed payment until the money is actually received by the Company.

Address Valley Junction, Iowa.

William E. Batey

as well as any and all renewals or extensions of said note or of said indebtedness, or of any part thereof, however evidenced, with interest on such renewals, extensions or indebtedness, at such rate of lawful interest as may be agreed upon and any notes given for interest covering any renewals or extensions of said note or indebtedness, with interest thereon from maturity of the same (which renewals or extensions of the note or debt, or any part thereof, hereby secured, or any change in the terms of or rate of interest payable on same, shall not impair in any manner the validity of, or priority of this mortgage).

The right is hereby given by the party of the first part and reserved by the party of the second part, its successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or the priority of this mortgage on the security remaining.

Said party of the first part shall keep said real estate and all buildings and other improvements thereon in as good condition and repair as of this date and shall not commit or suffer waste; shall pay all taxes, charges and assessments upon said real estate or on this mortgage or the debt secured hereby laid or assessed in Iowa, when due, also personal taxes and shall deliver to said party of the second part receipts of the proper officers for the payment thereof; shall keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of said party of the second part, delivering all policies and renewals thereof to said party of the second part, and hereby assigns and transfers to said party of the second part all right and interest in all policies of insurance carried or to be carried on said real estate; and upon satisfaction of this mortgage will accept from the party of the second part a duly executed release of the same, have it recorded and pay the cost of recording; and shall pay, in case of suit, all reasonable attorneys' fees and expenses of continuation of abstract, and all expenses and attorneys' fees incurred by said party of the second part or assigns by reason of litigations with third parties to protect the lien of this mortgage or if any note secured hereby is placed in the hands of an attorney for collection and be collected without suit.

In case of failure to pay the taxes, liens, assessments, charges, costs and attorney's fees as aforesaid, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, costs and attorney's fees and effect such insurance, and the amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the rate of 8 per centum per annum, and such amounts shall be secured hereby.

A failure to comply with any one of the agreements hereof shall cause the whole debt to become due and collectible, if said party of the second part or assigns so elect, and no demand for fulfillment of broken conditions or 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 party of the second part or

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MOORE BLANK BOOK CO., MOORE, IOWA 24697-32

assigns may take immediate possession of said land and of the crops matured or growing thereon and account for the net profits only.

In event of the foreclosure of this mortgage for any reason, said party of the second part shall be entitled to take immediate possession of said real estate, and the Court, or any Judge thereof, upon application therefor, shall appoint a receiver for said real estate and said crops. Said taking possession shall in no way retard collection or foreclosure.

Dated this Tenth day of November 1933.

William E. Batey

STATE OF IOWA,)
County of Polk)ss.

On this 28th day of December A. D. 1933 before me, C. C. Barnes, a notary public in and for Polk County, State of Iowa, personally appeared William E. Batey, to me personally known to be the identical person named in and who executed the foregoing mortgage, and acknowledged that he executed the same as his voluntary act and deed.

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

NOTARIAL
SEAL

C. C. Barnes
Notary Public in and for
said County and State.