

Mortgage Record, No. 84 , MADISON County, Iowa.

Mortgage Deed, Form No. 2—Land Bank Commissioner, Containing 1,834 Printed Words.

Acres—Blackmar Co. Burlington 104

LOUIS KELLEHER & WIFE,

STATE OF IOWA, COUNTY OF Madison, SS.

This instrument was filed for record at 4:37 o'clock P.M., on the 9th day of March, A. D. 1934.

MORTGAGE DEED.

TO  
LAND BANK COMMISSIONER  
Omaha, Nebraska

#1221  
Recording Fee, \$ 2.00 By Maggie Reese Hobbs, County Recorder.  
Deputy.

This Indenture, Made this 27th day of February, in the year 1934, between Louis Kelleher (also known as Louis J. Kelleher) and Marion F. Kelleher, husband and wife of the County of Madison, State of Iowa, hereinafter referred to as the Mortgagor(s) and the LAND BANK COMMISSIONER, acting pursuant to Part 3 of the Act of Congress known as the EMERGENCY FARM MORTGAGE ACT OF 1933, having an office in the City of Omaha, Douglas County, State of Nebraska, hereinafter referred to as the Mortgagee, as follows: (1) The Mortgagor(s), in consideration of the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100----- DOLLARS, in hand paid, do hereby sell and convey unto the Mortgagee, his successors or assigns, the following described real estate situated in the County of Madison, and State of Iowa, to-wit:

Southwest Fractional Quarter of the Southeast Quarter of Section 18; and West Fractional Half of the Northeast Quarter; and Southeast Quarter of the Northeast Quarter of Section 19, all in Township 76, North of Range 26; and

East Half of the East Half of the Southeast Quarter of the Northeast Quarter of Section 24, in Township 76, North of Range 27;

Entered May 10 - 1939 in the Dist. Ct. Court of Madison County, Iowa, on page 370 record of said court.

of Section 237 in Township 76, North of Range 27, East of the 5th Principal Meridian, containing 237 acres, more or less, according to the Government Survey, together with all appurtenances belonging or in any wise appertaining thereto, and any right of homestead and every contingent right or estate therein.

(2) The Mortgagor(s) hereby covenant(s) to hold and be now lawfully seized of said premises in fee simple; to have good right and lawful authority to sell and convey the same; to warrant and defend the title thereto and all rights created hereunder against the claims of all persons whomsoever; and that said premises are free of all liens and encumbrances except as prior mortgages in favor of

(3) The Mortgagor(s) further covenant(s) to pay, when due, all taxes and assessments lawfully levied or assessed upon the mortgaged premises; to pay all judgments and amounts (both principal and interest) constituting, or secured by, a lien upon said premises, and all mortgages prior to this mortgage, and to exhibit to the Mortgagee receipts, or certified copies thereof, evidencing such payment.

(4) The Mortgagor(s) further covenant(s) to keep all buildings and improvements, now or hereafter located on the mortgaged premises, in good repair; not to permit said buildings to become vacant or unoccupied; to maintain and work said premises in good and husbandlike manner; not to remove or demolish, or permit the removal or demolition of, any of such buildings or improvements; not to cut or remove, or permit the cutting or removal of, wood or timber from said premises, except for domestic use; and not to permit or suffer any strip or waste, or wilfully or by neglect permit any unreasonable depreciation of the mortgaged premises.

(5) The Mortgagor(s) further covenant(s) to insure and keep insured any building now or hereafter located on said premises, against loss or damage by fire or windstorm, as may be required by the Mortgagee, the loss, if any, to be payable to the Mortgagee as his interests may appear at the time of the loss; to deliver the policy or policies of insurance to the Mortgagee; and to pay promptly when due all premiums for such insurance. Any sum received by the Mortgagee in settlement of an insured loss may be applied, at the option of the Mortgagee, to discharge any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the repair or reconstruction of the building so damaged or destroyed. Any portion of such funds that may be applied by the Mortgagee upon the principal of the note secured by this mortgage shall merely operate to discharge the debt at an earlier date and shall not reduce the amount or defer the due date of any installment of principal under such note.

(6) This mortgage is made pursuant and is subject to all the provisions of Part 3 of the Act of Congress known as the Emergency Farm Mortgage Act of 1933, and is given as security for the payment of a loan hereunder, upon the condition that if the Mortgagor(s) shall pay or cause to be paid to the Mortgagee, at his office in the City of Omaha, Nebraska, his successors or assigns, the sum of \$4500.00, with interest thereon or on the unpaid balance thereof at the rate of five per centum per annum, payable semi-annually, the principal sum being payable on an amortization plan and in 20 equal successive semi-annual installments of TWO HUNDRED TWENTY FIVE AND NO/100----- DOLLARS each, the first such installment being payable on the first day of March 1937, and successive installments being payable each six months thereafter, and the final installment being payable on the first day of September 1946 (option being given to make payment of one or more installments of principal or the entire unpaid balance at any time, any such payments, however, to operate only to discharge the mortgage debt at an earlier date and not to reduce the amount or defer the due dates of any subsequent installments of principal), according to the tenor and effect of a certain promissory note of even date herewith, and shall perform all and singular the covenants herein contained, then the estate hereby granted shall be terminated and this mortgage shall become void.

(7) Each of the Mortgagor(s) hereunder expressly covenants and agrees to pay to the Mortgagee the several installments of interest and principal secured hereby, in accordance with the terms of this mortgage and of the promissory note hereby secured, and to perform all the other conditions and covenants of this mortgage.

(8) The Mortgagor(s) further covenant(s) that all checks or drafts delivered to the Mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentment, and that all agencies used in making collections hereof, including those agencies transmitting the proceeds of such items to the Mortgagee, shall be considered agents of the Mortgagor(s).

(9) The Mortgagor(s) further covenant(s) to expend the whole of the loan secured hereby for the purpose(s) set forth in the application therefor.

(10) The Mortgagor(s) further covenant(s) to assign to the Mortgagee all the income from any mineral lease or mineral rights contract upon the mortgaged premises, outstanding on the date hereof or hereafter made, but no subsequent lease or contract shall be made except with the written consent of the Mortgagee. Such income may be applied upon any existing default and/or the unpaid principal balance, as the Mortgagee may elect, any applications upon principal to operate the same as other advance principal payments hereunder.

(11) The Mortgagor(s) further covenant(s) to pay the cost of any supplemental abstract of title which the Mortgagee may deem requisite at any time while this mortgage is in effect, such cost to be a part of the debt hereby secured.

(12) In the event that the Mortgagor(s) shall fail or refuse to pay when due any tax or assessment, or any judgment or amount (both principal and interest) constituting or secured by a lien or mortgage prior to this mortgage, or shall fail or refuse to effect or maintain insurance as required by the Mortgagee, and in companies acceptable to him, the Mortgagee may, at his option, pay such tax, judgments, assessments, or amount, and/or may effect such insurance and pay the premium therefor; and any amounts so paid by the Mortgagee shall be and become a part of the debt secured hereby, payable immediately by the Mortgagor(s), and shall bear interest at the rate of five per centum per annum until paid.

(13) In case of default in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or in case of the nonpayment of any taxes or assessments, or of the failure to effect and maintain insurance as aforesaid, or of the breach of any covenant or agreement herein contained, the Mortgagee, his successors, or his assigns shall have, from the date of such default, as additional security for the sums of money and obligations secured by the mortgage, a lien on all crops raised on said premises and all rents, and profits accruing thereon, and shall be and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to the Mortgagor(s) for the net profits only thereof, and for the effectuating of such lien the Mortgagor(s) hereby expressly pledge(s) such crops, rents and profits and the possession of the mortgaged premises. The taking possession of said premises as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

(14) It is further agreed that upon any default hereunder or the breach of any covenant herein, the Mortgagee, his successors or his assigns, may, at his option, and without notice, at any time during the continuance of such default or breach, declare the entire debt hereby secured immediately due and payable and may institute foreclosure proceedings upon the mortgage, and in such case shall be entitled to collect, in addition to the sum secured under the foregoing provisions of the mortgage, all legal costs and expenses incident to such foreclosure, including the cost of any abstract extension or supplement, and lawful attorney's fees, which shall be included in the judgment or decree.

(15) It is further agreed that in the event action is brought to foreclose this mortgage, the Court shall have the right to appoint a receiver to take and hold possession of said premises, to rent the same, to collect the rents and profits therefrom, for the benefit of the Mortgagee, to pay the taxes upon said premises, to keep the same in repair, and to apply the balance upon the mortgage indebtedness. The right to the appointment of a receiver shall be construed as auxiliary to and in aid of the lien on crops to be grown and the pledge of the rents, profits and possession of the mortgaged premises as hereinbefore provided and in no manner as detracting from or in derogation of said lien.

(16) The Mortgagor(s) hereby further expressly waive the privileges and rights afforded by the homestead statutes of the State of Iowa and agree that in case of foreclosure the mortgaged premises may be offered for sale as one tract.

(17) All of the rights and benefits under this mortgage existing in favor of the Mortgagee shall extend also to his successors or assigns.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) and seal(s).

WITNESS: Claire Kirk Louis Kelleher (SEAL)  
Marion F. Kelleher (SEAL)  
(SEAL)  
(SEAL)

STATE OF IOWA, COUNTY OF Warren, SS.

On this 6th day of March, 1934, before me, a Notary Public in and for said County and State, personally appeared Louis Kelleher (also known as Louis J. Kelleher) and Marion F. Kelleher, husband and wife,

to me known to be the persons named in and who executed the foregoing instrument, and they acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

My commission expires July 4 - 1936 Carl H. Lane (Notary Public in and for said County.)

NOTARIAL  
SEAL