BOONE BLANK BOOK CO., BOONE, IOWA. 24697-52

Leonard P. Moore and Sadie A. Moore	#1922	Filed for record this 24th day of April A. D. 1934 at 11:12 o'clock A. M.
To	Fee $1.00 ✓	
Everett Sherman.		Maggie Reese Hobbs, Recorder.

For Release of annexed Mortgage see Mortgage Record 92 Page 435

REAL ESTATE MORTGAGE

Extension ~~For Assignment of Annexed Mortgage see~~ Mortgage Record 90 Page 271

KNOW ALL MEN BY THESE PRESENTS:

That Leonard P. Moore and Sadie A. Moore, husband and wife of Madison County and State of Iowa in consideration of the sum of Three Thousand and no/100 DOLLARS in hand paid, by Everett Sherman of Adair County, and State of Iowa do hereby SELL AND CONVEY unto the said Everett Sherman the following described premises, situated in the County of Madison State of Iowa to wit:

> The East half of the Southwest quarter of Section twenty eight, township seventy seven, range twenty nine, west of the 5th. P. M., Iowa.

containing 80 acres; together with all future rents, issues and profits of said premises.

And we hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, and we hereby release all our right or homestead and dower interest therein.

The above sale and conveyance is however, made upon the following express conditions: that if Leonard P. Moore and Sadie A. Moore shall pay or cause to be paid, the sum of Three Thousand and no/100 Dollars according to the tenor and effect of their one certain promissory note described as follows:

Three Thousand and no/100 Dollars, due April 7th 1939

bearing even date herewith, payable to the order of said Everett Sherman with interest thereon from date at the rate of 5 per cent per annum, payable semi-annually and any and all taxes levied and assessed upon said notes or to the owner or 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 mortagors allow any taxes upon any part of said premises to become delinquent and remain unpaid, or allow any part thereof to 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 one of the notes herein described or the interest due thereon as the same becomes due, or commit waste on said premises or if any tax or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause 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 mortgaee, 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 effect 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 therefor, 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 collect the rents and profits therefrom for the benefit of said mortgagee, heirs or assigns, and subject to the order of the court, and such right shall in no event be barred, forfeited or retarded by reason of judgment, decree or sale in such foreclosure, and the right to have such received appointment 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 7th day of April, 1934.

Leonard P. Moore
Sadie A. Moore

STATE OF IOWA, Guthrie County, ss:

On this 7th day of April A. D. 1934, before me H. E. Newton, a notary public in and for said county, personally appeared Leonard P. Moore and Sadie A. Moore his wife to me

BOONE BLANK BOOK CO., BOONE, IOWA. 24697-82

known to be the identical person named in and who executed the foregoing instrument and whose name is affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

MADE under by hand and seal of office the day and year last above written.

NOTARIAL SEAL

H. E. Newton
Notary Public in and for said County.