

## Mortgage Record, No. 85, Madison County, Iowa

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

Ed M. Smith &amp; Wife,

#2805

Filed for record the 9th day of  
August A. D. 1934, at 2:35  
o'clock P. M.

Fee \$1.20 ✓

To

The Homesteaders Life Assn.

Maggie Reese Hobbs, Recorder.

## MORTGAGE

FOR THE CONSIDERATION OF Seven Thousand Five Hundred and no/100 (\$7,500.00) DOLLARS paid by THE HOMESTEADERS LIFE ASSOCIATION, the receipt of which is hereby acknowledged, as hereinafter shown, Ed M. Smith and Evalyn C. Smith, husband and wife, of Madison County, State of Iowa first parties hereby convey to THE HOMESTEADERS LIFE ASSOCIATION (a fraternal beneficiary association) having its principal place of business and Post Office address at Des Moines, Polk County, Iowa, second party, the following tract of real estate, situated in Madison County, Iowa, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirteen (13), Township Seventy-five (75), Range Twenty-eight (28).

This mortgage is given as additional security for indebtedness due mortgagee herein from Ed. M. Smith and Evalyn Smith, his wife, as evidenced by their promissory note for \$7,500.00 dated December 15, 1922, due January 1, 1928, and which note, with mortgage securing same, has been extended to March 1, 1944. This mortgage is not a substitution for or cancellation of the mortgage heretofore and now existing or a release of any part of the real property described in said mortgage.

together with all and singular the appurtenances now or hereafter in any wise belonging or appertaining thereto and all of the rents, issues and profits which may arise or be had therefrom, together with the right of possession thereof.

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

To be void upon condition that said first party shall pay said second party, or assigns, Seven Thousand Five Hundred (\$7,500.00) Dollars on or before the first day of March 1944 as shown by note and mortgage extension agreement this date made extending payment of note for \$7,500.00 and mortgage securing same with interest at 5 per cent. per annum payable annually until maturity and at eight per cent. per annum after maturity, or after default in payment of any installment of interest, or principal, or both, according to the tenor and effect of the one promissory note of the said Ed M. Smith and Evalyn C. Smith, dated Dec. 15, 1922 together with the extension agreement thereof, payable at the office of the second party in Des Moines, Iowa, and shall fully perform all the hereinafter named covenants and agreements.

Upon payment of all sums secured hereby, the mortgagor shall be entitled to a release hereof, but shall record same at his own expense.

The said first party covenants and agrees as follows:

To pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes, and if any law should ever be passed taxing this mortgage or the debt secured thereby, in the hands of the mortgagee or its assigns, the said party of the

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first part shall pay all such taxes before they become delinquent; to keep the buildings thereon insured to the satisfaction of the second party for at least.....Dollars, delivering all policies and renewal receipts to the second party; to protect said property against waste and at all times to maintain the buildings and improvements thereon in at least as good condition as they now are; to pay all expenses and attorney's fees incurred by said second party by reason of litigation with third parties to protect the lien of this mortgage; and to pay expense of abstract of title and a reasonable attorney's fee if suit be instituted to collect the debt secured hereby, or any part of it.

Any sums herein agreed to be paid by the first party for insurance, taxes, assessments, costs, attorney's fees or otherwise, may be paid by the second party, and all money so paid by the second party shall be recoverable against the first party, with interest thereon at eight per cent per annum from date of payment, and shall be a lien under this mortgage upon the property herein conveyed and shall be included in the decree in the case of foreclosure hereof.

In case default shall be made in the payment of said principal sum of money, or of any part thereof, or interest thereon at the time or times above specified for payment thereof, or in case of non-payment of any taxes, assessments or insurance as aforesaid, or of the breach of any covenant or agreement herein contained, then and in either case the whole principal and interest of said note shall, at the option of the holder thereof, immediately become due and payable, and the said party of the second part is hereby authorized as the irrevocable attorney in fact for the said party of the first part to take possession of the said real estate and to control and rent the same and collect all rents therefrom and to apply the proceeds, after paying the costs of collection and necessary or reasonable repairs upon said premises, in payment of any part of the debt secured hereby, or said party of the second part may have a receiver appointed for such purposes; and in case the owner of said premises is occupying the same, he will either surrender the possession thereof or pay to said party of the second part, or to said receiver, a reasonable rent monthly in advance for the use thereof, and shall be held to the same restrictions and conditions as any third party would be bound by under the usual and customary form of written lease; the possession of said premises by said party of the second part or by said receiver to continue up to and including the year of redemption. It is further agreed that if any default is made by the first party in any of the particulars above stated, said party of the second part may also proceed at once to foreclose this mortgage, and no notice of election to consider the debt due shall be necessary prior to commencement of suit to foreclose.

Any waiver by party of the second part to foreclose this mortgage on account of the failure of first party to perform any of the terms and conditions hereof shall not be considered a waiver of any subsequent failure to perform same as herein provided.

The said first party expressly waives the platting and recording of homestead and agrees in case of sheriff's sale hereunder that said premises may be sold in one body. And Evalyn C. Smith waives right of homestead, dower or distributive share in said premises.

Dated this 9th day of August, 1934.

Ed M. Smith  
Evalyn C. Smith

STATE OF IOWA     )  
                          )ss.  
Madison County    )

On the 9th day of August A. D. 1934, before L. P. Jackson a Notary Public in and for said County and State, personally appeared Ed. M. Smith and Evalyn C. Smith, husband and

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wife, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors, and acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Winterset, Iowa the day and date last above written.

L. P. Jackson  
Notary Public in and for Madison  
County, Iowa.