

FROM	
ELI A. WRIGHT,	Filed for Record the 12th day of December,
	A. D. 19 34, at 11:20 o'clock A. M.
TO	
J. C. WRIGHT.	#4028 Maggie Reese Hobbs, Recorder
	By Deputy
	Fee \$.80 ✓

This Mortgage Made the 12th day of December 19 34, by and between Eli A. Wright, widower, of Madison County, and State of Iowa hereinafter called the mortgagor, and J. C. Wright, of Black Hawk County, Iowa, hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of One Hundred Twenty-five (\$125.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

Commencing at a point 32 rods West of the Northeast corner of the Northwest Quarter (1/4) of the Northeast Quarter of Section 7, in Township 75 North, Range 27 West of the 5th P. M., and running thence South 59 rods and 12 links, thence South, 70° 40' West, 34 rods and 4 links, thence North 64 rods and 14 1/2 links, thence east along the North line of said Section 31 rods and 22 links to the place of beginning, otherwise known and described as Lot 1 of the irregular survey of the West Half of the Northeast Quarter of said Section 7, and containing 12.375 acres more or less,

For a full description of mortgaged Mortgage see Mortgage Record No. 75 Page 420

~~containing in all~~ acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee, his heirs or assigns, the sum of One Hundred Twenty-five (\$ 125.00) Dollars, on the 12th day of December, A. D. 19 35, with interest according to the tenor and effect of the one certain promissory note of the said Eli A. Wright bearing even date herewith; principal and interest payable at the office of SECURITY LOAN and ABST. CO., Winterset, Iowa.

Second. That the mortgagor shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee, the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall be hereby secured, to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of such payments.

Fourth. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise, ~~and a receiver may be appointed to carry out the provisions hereof.~~

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first herein written.

Eli A. Wright

STATE OF IOWA, }
MADISON COUNTY, } ss.

On this 12th day of December, A. D. 19 34, before me, the undersigned, a Notary Public, within and for said County, personally appeared Eli A. Wright, widower, to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed

WITNESS my hand and Official Seal, the day and year last above written.

(NOTARIAL SEAL) L. P. Jackson
Notary Public in and for Madison County, Iowa