

Mortgage Record, No. 85, Madison County, Iowa

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

Helen McCall Huntoon and Husband
To
Joe Lindburg

#1107
Fee \$ 2.00



March, A.D. 1935 at 1,000
Valda C. Bishop, Recorder
Pearl E. Shatterly, Deputy

M O R T G A G E

THIS INDENTURE, made and executed this 1st day of March A.D. 1935, by and between Helen McCall Huntoon and H.V. Huntoon (her husband) of the County of Madison and State of Iowa Parties of the first part and Joe Lindburg, of Davenport, Iowa, Party of the second part, WITNESSETH:

That the said First Parties for and in consideration of Twenty-six Thousand and no/100 Dollars, the receipt whereof hereby is acknowledged do by these presents grant, bargain, sell, convey and confirm unto said Second Party, his heirs and assigns forever, the following described real estate, lying and being situated in the County of Madison and State of Iowa, to-wit

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20) Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M.,
Also the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33) and South half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-two (32) Township Seventy-six (76)

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North, Range Twenty-nine (29), West of the 5th P.M.,
 Also the Southwest Quarter (SW $\frac{1}{4}$) of Section Eight (8), Township Seventy-five (75)
 Range Twenty-nine (29), West of the 5th P.M., Also Northwest Quarter (NW $\frac{1}{4}$) of
 Northeast Quarter (NE $\frac{1}{4}$); and, Northeast Quarter (NE $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$)
 (except one acre out of the Northeast corner thereof for school house, this exception
 covering ten (10) rods East and West and sixteen (16) rods North and South) of
 Section Nineteen (19), Township Seventy-five (75) Range Twenty-nine (29), West of
 the 5th P.M.,
 Also the Southwest Quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Seventeen
 (17) Township Seventy-five (75) Range Twenty-nine (29) West of the 5th P.M.

And also all of the rents, issues, use and profits of said land and the crops raised there-
 on, from date hereof until the debt secured thereby shall be paid in full, the intention
 being to convey hereby an absolute title in fee to the property hereinabove described, in-
 cluding any right of homestead and also every contingent right therein.

To have and to hold the property above described with all the appurtenances thereto
 and to
 belonging, unto the said Second Party/his heirs and assigns forever. The said First Parties
 hereby covenant that the above described premises are free from any encumbrance; that they
 have full right, power and authority to sell and convey the same, and they will warrant and
 defend the title unto Second Party his heirs and assigns, against the lawful claims of all
 persons whomsoever. And the said H.V. Huntoon hereby releases and relinquishes all
 distributive share right and dower right in the above described premises.

Provided always that these presents are upon the express condition:- That if the said
 first parties shall pay to Joe Lindburg or his order at Davenport, Iowa, on or before March
 1, 1940, the sum of Twenty-six Thousand and no/100 Dollars, with interest thereon at the
 rate of 5% per annum, payable annually on March first of each year with exchange all
 according to the tenure and effect of the one/certain promissory note bearing even date herewith,
 executed by the said Helen McCall Huntoon and H.V. Huntoon to the order of said Joe Lind-
 burg of Davenport, Iowa, then this conveyance to be void, otherwise to be and remain in
 full force and effect.

Hereinafter, in this instrument whenever the words "Second Party, its successors and
 assigns" or "Second Party, its successors or assigns" appear, in each instance they shall
 mean Joe Lindburg, his heirs and assigns.

It expressly hereby is understood and agreed that if the principal sum hereby secured
 or any installment of interest thereon shall not be paid promptly when due, that the same
 shall bear interest after due, until paid, at the rate of eight (8) per cent per annum; that if so
 if default is made in the payment of any interest installment or in case of failure of
 First Party to perform any of the covenants, or agreements contained herein, that then the
 principal sum, with interest due and accrued thereon, shall, at the option of Second Party,
 its successors or assigns, become due, payable and collectible at once, with out notice to
 First Party, and suit may be brought for the collection thereof, and for the foreclosure
 of this mortgage .

It further hereby is agreed that First Party, during the existence of this mortgage,
 shall cause the buildings located upon the real estate hereinabove described, to be in-
 sured against loss or damage by fire in at least the amount of \$.insurable value and
 against loss or damage by windstorm in/at least the amount of \$.insurable value, in insurance
 companies to be approved by Second Party, its successors or assigns, and shall deliver
 such insurance policy or policies to Second Party at Davenport, Iowa and loss or damage,
 if any, under said policies shall be payable to the parties hereto as their interests
 may appear, and the insurance proceeds, at the option of Second Party, its successors or
 assigns, shall be received by Second Party, its successors or assigns and applied toward
 payment of this mortgage. Failure of First Party to maintain such insurance and deliver
 such policy or policies to Second Party shall authorize Second Party, its successors
 and assigns, at its or their option, to effect and maintain such insurance at the

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expense of First Party and the sums of money paid as premiums therefor, with interest on such sums at the rate of eight (8) per cent per annum, shall become a lien hereunder on the mortgage security described above.

It further hereby is agreed that First Party shall pay all taxes or assessments levied upon or which become a lien upon the mortgage property, or any part thereof, before the same become delinquent, and any failure of First Party so to do shall authorize Second Party, its successors and assigns, at its or their option, to pay such taxes or assessments at the expense of First Party and the sums of money paid therefor and interest thereon, ~~at the rate of eight (8) per cent per annum~~, shall become a lien hereunder on the mortgage security described above.

It further hereby is agreed that in the event of suit being brought for the foreclosure of this mortgage that there shall be assessed as part of the costs thereof, in favor of the holder of this mortgage the amount authorized by law therefor to pay the attorney's fee of the attorney for said holder. And it further is agreed that in the event a suit for the foreclosure of this mortgage is brought that there shall be assessed, as part of the costs thereof, in favor of the holder hereof, the reasonable cost of continuing the abstract of title to the mortgaged real estate ^{herein} described.

It further hereby is agreed that should said Second Party, its successors or assigns, redeem the mortgage security or any part thereof from tax sale, or become involved in litigation, either in maintaining the security created by this mortgage or in maintaining the priority of this mortgage as respects said security, or any part thereof, then in either or any of said events First Party shall refund and pay to Second Party, its successors or assigns, at Davenport, Iowa, all moneys, costs, charges and expenses paid out or incurred by Second Party, its successors or assigns by reason thereof; and First Party hereby authorizes Second Party, its successors or assigns, to employ attorneys to contest any claims affecting the mortgage security or any part thereof, and First Party hereby agrees to pay to Second Party, its successors or assigns, at Davenport, Iowa, a reasonable sum to defray the expense, including attorneys' fees, of Second Party, its successors or assigns, incurred in maintaining its security and/or ^{the} priority of this mortgage, and First Party hereby agrees that this mortgage shall stand as security for all such sums.

Mortgagors each for themselves and for all persons and corporations hereafter claiming through or under any or all of mortgagors and who at any time hereafter may become holders of liens on the mortgage security, or any part thereof, junior to the lien of this mortgage, (a) hereby agree that the alienation by mortgagor of any ^{of} the security hereunder and/or the release or waiver by mortgagee of its lien on any such security, shall not relieve the security remaining, from being charged with the full unpaid mortgage debt; and (b) hereby expressly waive and release any right to claim a marshaling of assets as respects the mortgage security or any part thereof in the event of foreclosure or other enforcement of this mortgage.

It further hereby is agreed that in case of default in any respect in the strict performance of any of the covenants, agreements or conditions of this mortgage, that the mortgagee its successors or assigns, either before or on commencement of an action to foreclose this mortgage, or at any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the mortgaged real estate and rent the same and collect the rents and profits therefrom; and who further shall have the power to take possession of all of the crops grown thereon and covered by this mortgage and who shall have the power to sell such crops, all for the use and benefit of mortgagee its successors or assigns, and such rights shall in no event be barred, forfeited or retard-

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ed by reason of a judgment, decree or sale in foreclosure and the right to have such receiver appointed on application of mortgagee or its successors or assigns shall exist during the statutory period of redemption, regardless of the solvency or insolvency of the debtor or mortgagor and regardless of the value of the mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises.

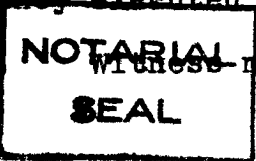
It further hereby is agreed and understood that in case mortgagor defaults hereunder in any respect, that then mortgagee, its successors or assigns hereby is authorized at its or their option, to take immediate possession of the mortgage security or any part thereof and to rent the mortgaged real estate and sell the crops thereon and shall be liable to account to mortgagor, only for the net profits thereof. And it further hereby is agreed that the taking of possession of such property by mortgagee, its successors or assigns, as provided above, shall in no manner prevent or retard the collection of the amounts hereunder payable, by foreclosure or otherwise. And mortgagee, its successors or assigns, hereby is authorized to hold or continue such possession until the mortgage property is sold and if redemption of any of the property is permitted by law, then until such property has been redeemed, or until the time for redemption has expired.

IN WITNESS WHEREOF the said Parties of the first part have hereunto set their hands and seals the date herein first written.
Helen McCall Huntoon (Seal)
H.V.Huntoon (Seal)

STATE OF IOWA)
SS.
MADISON COUNTY)

Be it remembered that on this 30th day of March A.D.1935, before me the undersigned H.C.Fosher, a Notary Public in and for Madison County, Iowa, personally appeared Helen McCall Huntoon and H.V.Huntoon (her husband) to me known to be the persons named in and who executed the foregoing mortgage instrument as grantors and acknowledged that they executed the same as their voluntary act and deed

Witness my hand and Notarial Seal the day and year last above written.



H.C.Fosher
Notary Public in and for Madison County, Iowa.

Filed for record the 1st day of