

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRtg. Co., DES MOINES 7116

the same or such dividends thereon

(GRANT COUNTY)
(COURT SEAL)
(WISCONSIN)

COMPARED

Marie McCarthy
Register-in-Probate.

William Koppelman & Wife

#2460

Filed for record the 10th
day of July A.D.1935 at 11.15
O'clock A.M.

To

Fee \$ 1.20

ADDED
J.E.W.

The Nevinville Savings Bank

Valda C. Bishop, Recorder

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That William Koppelman and Cora Koppelman, his wife of the County of Adams and State of Iowa, parties of the first part, in consideration of the sum of (\$1500.00) Fifteen Hundred & No/100 Dollars in hand paid by The Nevinville Savings Bank, of the County of Adams and State of Iowa, party of the second part, the receipt whereof is hereby acknowledged, do hereby SELL and CONVEY unto the said party of the second part heirs and assigns FOREVER, the following described Real Estate, situated in the County of Madison, and State of Iowa to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Ten (10), and all that part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Three (3) lying East of the Public Highway running through said last-described tract, all in Township Seventy-Five (75) North, Range Twenty-Seven (27) West of the 5th P.M. Madison County, Iowa, containing 33 acres more or less,

and all and singular tenements, hereditaments and appurtenances thereunto belonging, together with all rents, issues, uses and profits of said land, and the crops raised thereon from now until the debt secured thereby shall be paid in full. And the parties of the first part hereby covenant with the party of the second part, that they have good right to sell and convey said premises, that they are free from incumbrance, and that they will warrant and defend said premises against the lawful claims of all persons whomsoever, and the said Cora Koppelman, hereby releases all right of dower, and said parties of the first part relinquish and convey all rights of homestead in said premises. To be void if said William Koppelman and Cora Koppelman, his wife shall pay the said The Nevinville Savings Bank, of Nevinville, Iowa, or their heirs or assigns, the following Promissory Note dated April 1st 1935 and described as follows, to-wit:

One for (\$1500.00) Fifteen Hundred & No/100 Dollars payable April 1st 1940

Extension
For Assignment of Annexed Mortgage No.
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Release of Annexed Mortgage No.
For Assignment of Annexed Mortgage No.
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and bearing 6 per cent interest payable annually, according to the tenor and effect of said note and interest coupons attached, of even date herewith, and payable at The Nevinville Savings Bank, in Nevinville, in the State of Iowa,.

AND it is hereby stipulated:

FIRST. That should any of said interest not be paid when due, it shall bear interest at the rate of eight per cent per annum from the time the same becomes due and this mortgage shall stand as security therefor.

SECOND. The first party will pay all taxes and assessments and special assessments levied upon said real estate, and also all taxes assessed against the second party, successors or assigns, on the note or debt secured hereby before the same become delinquent, also all liens, claims adverse titles, and incumbrances on said premises; and if any of said taxes, assessments, liens, special assessments or claims be not paid by first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

THIRD. That so long as this mortgage shall remain unpaid, the first party shall keep the buildings on said premises insured in some responsible company or companies, approved by party of the second part, and for their benefit in the sum of not less than (\$1500.00) Fifteen Hundred & No/100 Dollars, and if the first party fails to effect such insurance in manner agreed, then the second party may effect such insurance, and the amount paid for such purposes by the second party shall be recovered from the first party, with eight per cent interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

FOURTH. That the said party of the first part shall keep all buildings, fences or other improvements on said Real Estate in as good repair and condition as the same are at this date; suffer no waste, nor allow said premises to depreciate in value by any act or neglect.

FIFTH. It is further stipulated and agreed, that the failure to pay any of said money either principal or interest, within twenty days after the same becomes due, or a failure to comply with any of the foregoing conditions or agreements, shall cause the whole sum of money herein secured to become due and collectible at once if the holder of said note so elects, without notice to said first party or his assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs.

SIXTH. And it is further agreed, that, in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee may be taxed by the Court in favor of plaintiff's attorneys against said mortgagors, as part of the costs ^{action to foreclose this mortgage}.

SEVENTH. It is also agreed, that in case of default in any respect, so that this can be foreclosed, the mortgagee, their heirs or assigns, shall, before the commencement of an 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 to collect the rents and profits therefrom, for the benefit of the said mortgagee their successors or assigns, and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed 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 of redemption.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set my hand and seal this 18th day of April A.D. 1935.

William Koppelman (Seal)
Cora Koppelman (Seal)

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STATE OF IOWA, Adams County, ss.

I HEREBY CERTIFY, That on this 18th day of April A.D. 1935, before me, A.J. Duben a Notary Public in said County, personally appeared William Koppelman and Cora Koppelman to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as mortgagors, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and SEAL NOTARIAL, by me affixed the day and year last above written.



A.J. Duben

Notary Public in and for Adams County