

## Mortgage Record, No. 86, Madison County, Iowa

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

E.W.Clark et al Receivers

#2469

Filed for record the 11 day of  
July A.D.1935 at 11:02 o'clock  
A.M.

TO

Fee \$.60

The Lincoln National Life  
Insurance Company.

Valda C. Bishop, Recorder

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, L.A.Andrew and E.W.Clark, Commissioner of Insurance of the State of Iowa, the duly appointed, qualified and acting receivers of ROYAL UNION LIFE INSURANCE COMPANY, a corporation, of the State of Iowa, located at Des Moines, Iowa, appointed as such receivers in cause NO. 4519, in the District Court of the United States, in and for the Southern District of Iowa, by virtue of a decree of said Court made and entered on the 29th day of November, 1933, DO HEREBY sell, assign, transfer, set over and convey unto THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana Corporation, of Fort Wayne, Indiana, its successors and assigns forever, all of their right, title and interest as such receivers, and all of the right, title and interest of the said Royal Union Life Insurance Company in and to that certain mortgage-trust deed- executed by Frank Veverka, single and to ROYAL UNION LIFE INSURANCE COMPANY on the 15th day of December, 1931, recorded in Volume 83 at Page 229 of the mortgage -trust deed- records of Madison County, State of Iowa, upon and covering that certain real estate with improvements thereon as set forth in and described by said mortgage-trust deed- to which reference is made for a more particular description, together with the note, notes, bond, bonds and/or indebtedness secured thereby, and all right, title and interest in and to said real property and improvements had, held and possessed by them as such receivers or by the ROYAL UNION LIFE INSURANCE COMPANY.

IN WITNESS WHEREOF, the said receivers have hereunto set their hands this first day of December, 1933.

Witness:

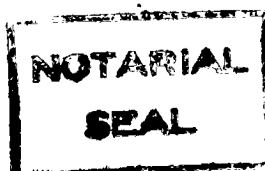
A.Brice  
M.A.FosterL.A.Andrew  
E.W.ClarkCommissioner of Insurance of the State of  
Iowa Receivers of

ROYAL UNION LIFE INSURANCE COMPANY

STATE OF IOWA )ss.  
Polk County )

Now, on this 9th day of February, 1934, before me, the undersigned duly qualified and acting notary public in and for Polk County, State of Iowa, personally appeared L.A.Andrew and E.W.Clark, Commissioner of Insurance of the State of Iowa, to me personally known to be the duly appointed, qualified and acting receivers of Royal Union Life Insurance Company an Iowa corporation, and acknowledged to me that they executed the within and foregoing instrument as receivers by virtue of the decree of the United States District Court in and for the Southern District of Iowa made and entered on the 29th day of November, 1933, and as the free and voluntary act and deed individually and officially of them and each of them for the uses, purposes, benefits and considerations therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written..



Chas Volz

Notary Public in and for Polk County, Iowa.  
My Commission expires July 4, 1936.

## Mortgage Record, No. 86, Madison County, Iowa

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

Fern Repass &amp; Husband

#2479

Filed for record the 11 day of July  
A.D. 1935 at 11:36 o'clock A.M.  
Valda C. Bishop, Recorder

To

Fee \$1.40

IOWA-DES MOINES BANK &  
TRUST COMPANY

Pearl E. Shetterly, Deputy

IOWA MORTGAGE

THIS INDENTURE made this 28th day of June A.D. 1935 between Fern Repass and Harry D. Repass, wife and husband, of the County of Jefferson and State of Iowa, parties of the first part, and IOWA-DES MOINES NATIONAL BANK & TRUST COMPANY, a corporation created under and by virtue of the laws of the United States, and having its principal place of business at Des Moines, Iowa, party of the second part, WITNESSETH: That the said parties of the first part, in consideration of Forty-five Hundred Dollars, the receipt whereof is hereby acknowledged, do, by these presents, SELL AND CONVEY unto the said party of the second part, and its successors and assigns, forever, the following described Real Estate situated in the County of Madison, State of Iowa, to-wit:

West Half (W $\frac{1}{2}$ ) of Northwest Quarter (NW $\frac{1}{4}$ )  
Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29),  
West of the 5th P.M.,

and also all of the rents, issues, use and profits of said real estate from now until the debt secured thereby shall be paid in full.

Said parties of the first part hereby covenant that they have good right to sell and convey said premises, and that they are free from encumbrance, and hereby warrant the title against all persons whomsoever, and waive all right of dower and homestead therein.

CONDITIONED, HOWEVER, That if Fern Repass and Harry D. Repass, their heirs or assigns, shall pay or cause to be paid to IOWA-DES MOINES NATIONAL BANK & TRUST COMPANY, its successors or assigns, at its or their home office, or at such other place, either within or without the State, as the owner of the Note may from time to time designate, the sum of

Forty-five Hundred Dollars (\$4500.00) in  
instalments as follows;  
Two Hundred Fifty Dollars (\$250.00) on July 1, 1936,  
Two Hundred Fifty Dollars (\$250.00) on July 1, 1937,  
Two Hundred Fifty Dollars (\$250.00) on July 1, 1938,  
Two Hundred Fifty Dollars (\$250.00) on July 1, 1939,  
and the balance of Thirty-five Hundred Dollars (\$3500.00)  
on July 1, 1940,

with the interest thereon, payable ....semi-annually, at the rate of five per cent, per annum, until maturity, on the first days of January and July of each and every year, according to the tenor and effect of one promissory note signed by Fern Repass and Harry D. Repass, and payable to IOWA-DES MOINES NATIONAL BANK & TRUST COMPANY, and bearing even date with these presents; and shall promptly pay before the same shall become delinquent all taxes and special assessments of any kind, that may be laid within the State of Iowa, upon said premises, or any part thereof, or upon the interest of the mortgagee, its successor or assigns, in said premises, or upon the ~~note~~ note or debt secured by this mortgage, and shall procure and deliver to said party of the second part, its successors or assigns, at its or their home office, on or before the first day of October in each and every year, duplicate receipts of the proper officers for the payment of all such taxes and assessments for the preceding year; and shall keep the buildings upon said premises constantly insured in some reliable insurance company, to be approved by the said party of the second part, its successors or assigns, to the amount of not less than Two Thousand Dollars, fire and tornado, the loss or damage to be made payable to said party of the second part, its successors or assigns, as its or their interests may appear, and all of which insurance policies and renewal receipts shall be endorsed and delivered to said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on

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said premises in as good repair and condition as at this time, ordinary wear and tear only excepted; and shall pay all expenses and attorney's fees incurred by said second party, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to be and remain in full force.

It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, the said party of the second part, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not), may effect the insurance above provided for, and may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon from the time of payment shall be a lien against said premises.

And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, promptly on maturity, or if there shall be a failure to comply with any or every condition of this mortgage, then said note, and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums shall become due and collectible at once, by foreclosure or otherwise, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the party of the second part, or its assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said first parties only for the net profits, after application of rents, issues and profits upon the costs and expenses of receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest,, the whole indebtedness secured by this mortgage shall draw interest at the rate of seven per cent per annum.

And it is agreed that if said note and mortgage, or either of them shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, the parties of the first part will pay a reasonable attorney fee for any service rendered by attorney in connection herewith, and all expenses incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

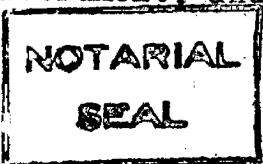
Provided always, that if the said first parties, their heirs or assigns shall pay or cause to be paid the said note, interest, taxes and assessments, as specified in said note and in this mortgage, and shall fully perform all the covenants and agreements herein expressed, then this mortgage shall be fully satisfied and the said second party shall release said real estate at the expense of the party of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

STATE OF IOWA ) ss.  
POLK COUNTY )

Fern Repass  
Harry D. Repass

On this 28th day of June A.D. nineteen hundred and thirty-five, before me, a Notary Public in and for Polk County, State of Iowa, personally appeared Fern Repass and Harry D. Repass, wife and husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Orville Gore  
Notary Public in and for said County.