

Mortgage Record, No. 86, Madison County, Iowa

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

John J. Kelleher & Wife
To

#2659
Fee \$.1.60

Filed for record the 29th day of
July A.D.1935 at 8:50 o'clock A.M.

Equitable Life Insurance CO.

Valda C. Bishop, Recorder

AUDITED
J.E.W.

M O R T G A G E

THIS INDENTURE , Made and entered into this 23rd day of July, A.D.1935, by and between
John J. Kelleher and Helen K. Kelleher, Husband and wife,/of Madison and State of Iowa,
party of the first part, mortgagor, and the EQUITABLE LIFE INSURANCE COMPANY OF IOWA of
Des Moines, Iowa, party of the second part, mortgagee.

WITNESSETH, That the said party of the first part for and in consideration of the sum of
FIFTY TWO THOUSAND THIRTY DOLLARS, paid by the said party of the second part, the receipt of
which is hereby acknowledged, does hereby sell and convey unto the said second party, its
successors and assigns forever, the following described real estate situated in the County of
Madison and State of Iowa, to-wit : The

North East Quarter of the North West Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), (Except the
North Fourteen (14) feet thereof), and the North West Quarter of the
North East Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the South One-Half of the North West
Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Eight (8); and the North One-half of the North East
Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) and the North One-Half of the North West Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of
Section Thirty-Six (36); and the South Three Fourths of the West Three Fourths
(S $\frac{3}{4}$ W $\frac{3}{4}$) of Section Twenty-Six (26); and the North One-Half of the North East Quarter
(N $\frac{1}{2}$ NE $\frac{1}{4}$) and the North West Quarter of the North West Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of
Section Thirty-Five (35), (except Right-of-Way of Chicago, Rock Island and
Pacific Railroad Company);all in Township Seventy-Six (76) North, Range Twenty-
Six (26) West of the 5th P.M. Equals 800 acres more or less.

and also all the rents, issues, uses, profits and income therefrom and the crops raised
thereon from the date of this instrument until the debt secured hereby shall be paid in full.

To have and to hold the premises above described with all the appurtenances thereunto
belonging, and all estate, title, dower, right of homestead and claims whatsoever of said
first party unto t he said second party, its successors and assigns forever.

And the said first party does hereby covenant to and with the second party, its suc-
cessors and assigns , that they are lawfully seized in fee of the premises aforesaid; that
the said premises are free and clear of all encumbrances; and that they will forever warrant
and defend the title hereto against the lawful claims of all persons whomsoever.

Provided, however, that if the first party shall pay, or cause to be paid to the second
party, its successors or assigns, the full amount of the principal and interest at the time
place and in the manner as provided in their promissory note of even date herewith, payable
to the EQUITABLE LIFE INSURANCE COMPANY OF IOWA as follows, viz.:

\$1,000.00	on the first day of July	1936
\$1,000.00	on the first day of July	1937
\$1,000.00	on the first day of July	1938
\$1,000.00	on the first day of July	1939
\$1,000.00	on the first day of July	1940
\$1,000.00	on the first day of July	1941
\$1,000.00	on the first day of July	1942
\$1,000.00	on the first day of July	1943
\$1,000.00	on the first day of July	1944
\$1,000.00	on the first day of July	1945
\$1,000.00	on the first day of July	1946
\$1,000.00	on the first day of July	1947
\$1,000.00	on the first day of July	1948
\$1,000.00	on the first day of July	1949
\$38,030.00	on the first day of July	1950

with interest at the rate of five per cent per annum, until maturity, payable semi-annually
and with interest after maturity at seven per cent, payable semi-annually, and shall keep and
perform; all and singular, the covenants and agreements herein contained for said first
party to keep and perform, then, These Presents To Be Void, otherwise to remain in full
force and effect.

First party for themselves and their heirs, executors, administrators and grantees
hereby covenants and agrees with second party, its successors and assigns as follows:

First. To pay or cause to be paid the principal sum and interest above specified in
the manner aforesaid, together with all costs and expenses of collection, if any there

Release
For Assignment of Annexed Mortgage See
Mortgage Record 54 Page 625
For Grant of Possession See City Record 92-520

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shall be, and any costs, charges, or attorney's fees incurred and paid by second party in maintaining the priority of this mortgage or in foreclosing the same or in defending any action affecting the title to said property.

Second. To pay all taxes, assessments and other charges which are now a lien or may hereafter be levied or assessed upon or against the said premises or any part thereof or on this mortgage or the debt secured thereby before the same shall become delinquent.

Third. To keep the buildings erected, or at any time hereafter erected upon said property, insured against loss or damage by fire, lightning, and tornado in a sum not less than TEN THOUSAND DOLLARS, loss if any, payable to second party or its assigns, such insurance to be obtained in companies satisfactory to second party; to pay the premiums for such insurance when the policies are issued, and to deliver such policies and all renewals to second party.

Fourth. To keep all improvements now upon or hereafter erected on the said premises in good condition and repair and will not commit or permit waste of the premises hereby mortgaged nor use or allow same to be used for any unlawful purpose.

Fifth. That should first party fail to pay said taxes, charges, or assessments, or to effect and maintain said fire and tornado insurance or suffer waste or permit said premises to be used for any unlawful purpose, then the second party may pay such taxes, charges and assessments, may purchase insurance, may redeem from tax sale, may enjoin any waste or removal of improvements or use of said property for any unlawful purposes and any moneys so expended shall be repaid to second party, its successors or assigns, with interest at seven per cent per annum, and all such expenditures shall be secured by this mortgage and shall be collectible as a part of and in the same manner as the principal sum hereby secured.

Sixth. And it is further agreed between the parties hereto that if default shall be made in payment of the debt secured by this mortgage, or any part thereof, either principal or interest, as the same matures or if first party allow the taxes or assessments or other charges on the said mortgaged property, or any part thereof, to become delinquent; or remove or suffer to be removed any buildings, fences, or other improvements therefrom; or fail to keep said buildings, fences and all other improvements that are now on said property, or that may hereafter at any time be placed thereon, in good repair; or fail to keep the buildings now erected, or hereafter to be erected on said property, insured against loss or damage by fire and lightning and tornado, payable as above provided; or fail to pay the insurance premiums when the contemplated policies are issued; or fail to deliver such policies, or any renewals thereof, to second party or its assigns; or use or permit said property to be used for any unlawful purpose, or do any other act whereby the value of said property shall be diminished; or if any suit be brought by any person, affecting in any manner, the title of first party or wherein a lien is claimed superior to this mortgage or affecting in any manner its validity, then upon the happening of any of said contingencies, at the option of second party, or its assigns, the whole indebtedness secured hereby shall without notice immediately become due and collectible; and the second party or its assigns may proceed at once, or at any time later, to foreclose this mortgage.

Seventh. It is further agreed that the rents and profits of said real estate are hereby pledged as security for payment of said debt; and that in case of foreclosure of this mortgage for any cause, the holder of same shall be entitled to have a receiver appointed to take possession of said property real and personal pending foreclosure, sale and redemption and to collect the rents of said real estate and apply the net profits to the payment of said debt and interest and costs of the suit after deducting all the costs of such proceedings.

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It is also understood and agreed that the second party or its assigns may release from the lien of this mortgage any part or parcel of the mortgaged premises upon such terms as they may deem satisfactory.

This mortgage is given in part to secure renewal of the debt secured by mortgage recorded in Book 58 on Page 84 of the Mortgage Records of Madison County, Iowa, and it is the intention of the parties hereto to continue and preserve herein the lien of said last described mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

In Presence of

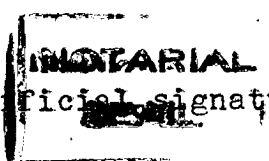
John J. Kelleher

Helen K. Kelleher

STATE OF IOWA)
ss.
COUNTY OF POLK)

On this 23rd day of July A.D.1935, before me, the undersigned, a Notary Public in and for Polk County, State of Iowa, personally appeared John J. Kelleher and Helen K. Kelleher Husband and wife, to me known to be the indetical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my official signature and seal of office atthe day and year last above written.



M.E.Dicks

Notary Public in and for said County and State.