

Mortgage Record, No. 86, Madison County, Iowa

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

Conservative Realty Corporation
To
Webster Life Insurance Co.
Des Moines, Iowa

#2867
Fee \$ 1.20

AUDITED
J.E.W.

Filed for record the 12 day of Aug.
A.D.1935 at 10;33 o'clock A.M.
Valda C. Bishop, Recorder
Pearl E. Shetterly, Deputy

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Conservative Realty Corporation, a corporation organized and existing under the laws of Iowa of the County of Polk and State of Iowa, first party, in consideration of the sum of One Thousand Dollars, in hand paid by Webster Life Insurance Company, of Polk County, and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, its successors and assigns forever certain real estate situated in Madison County, Iowa, described as follows, to-wit:

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), and the East One-half of the Southeast Quarter of the Northwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) and all lands lying south of the Chicago, Rock Island & Pacific Railroad right-of-way and north of Bulger Creek and west of a small creek, running from the railroad tracks south, and contained in the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), all in Section Number Two (2), in Township Number Seventy-seven (77) North, Range Twenty-eight (28), West of the Fifth P.M.
together with all of the rents, issues and profits which may arise or be had

therefrom. TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, unto the said second party, its successors and assigns forever.

The said first party WARRANTS the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of home-
stead and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the first party shall pay the second party, its successors or assigns, the sum of One Thousand Dollars on the 1st day of June A.D.1940, (with privilege of paying \$100.00 or multiples thereof on any interest paying date. provided sixty days' notice in writing be given to said second party of intention to make such payment) with interest at the rate of five per centum per annum, payable semi-annually, according to the tenor and effect of the 1 promissory note of the said first party bearing even date herewith, payable at Des Moines, Polk County, Iowa, in Gold Coin of the United States of America, of the present standard of weight and fineness, or its equivalent, with New York Exchange, 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.

The Covenants and Agreements to be kept and performed are as follows:

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies, to be designated by the second party, for the benefit of said second party, in the sum of not less than \$1,000.00 Dollars; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor.

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect.

Should/said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible at once,

For Release of annexed Mortgage see
Mortgage Record 72 Page 5-95

Extension
For Assignment of Annexed Mortgage see
Mortgage Record 90 Page 227

Farmers Union Life Ins Co
For Assignment of Annexed Mortgage see
Mortgage Record 88 Page 198

Mortgage Record, No. 86, Madison County, Iowa

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

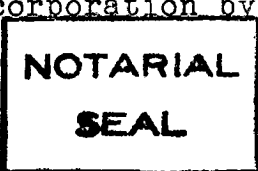
at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said costs shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor, It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

IN TESTIMONY WHEREOF, we have hereunto set our hands this 8th day of August 1935.

CONSERVATIVE REALTY CORPORATION
By Mary M. Redfield President
By F.G.Redfield Secretary

STATE OF IOWA, Polk County, ss.

On this 8th day of August, A.D. 1935, before me, Ruth Anderson a Notary Public in and for Polk County, Iowa, personally appeared Mary M. Redfield and F.G.Redfield , to me personally known who being by me duly sworn did say, that they are respectively the President and Secretary of said Conservative Realty Corporation and that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Mary M. Redfield and F.G.Redfield acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Ruth Anderson
Notary Public in and for Polk County, Iowa.
My Commission Expires July 4, 1936.