

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

J. H. WELCH, PRINTER, DES MOINES, IOWA

My commission expires July 4th, 1936.

W.B.Spohn &amp; Wife

#3027

Filed for record the 24th day of  
Aug. 1935 at 8:40 o'clock A.M.

To

Fee \$1.00



A.C.Scott

Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS, That W.B.Spohn and Maude Spohn (his wf) of the county of Polk and State of Iowa, party of the first part, in consideration of the sum of One Thousand (\$1000) no/100 Dollars, in hand paid by the A.C.Scott of Des Moines, Polk County, Iowa, party of the second part, do hereby sell and convey unto the said A.C.Scott the following described premises, situated in the county of Madison and state of Iowa, to-wit:

The East half (E.  $\frac{1}{2}$ ) of the Northeast Qr. (N.E.  $\frac{1}{4}$ ) of Section One (1), in Township Seventy four (74) Range Twenty six (26), West 5th P.M. Iowa.

This mortgage is 2nd and junior to a mortgage of \$8875.00 in favor of Andrew Tusha

This mortgage recorded from Mortgage Record  
69, page 349, to correct error.

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

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

To have and to hold the above described premises, together with all and singular the appurtenances now or hereafter in any wise belonging or appertaining thereto, and all of the rents, issues and profits which may arise or be had therefrom, together with the right of possession thereof.

And the said first party hereby warrants the title thereto against all persons whomsoever.

And the said Maude Spohn hereby releases all right of dower in and to said premises.

To be void upon condition that said first party shall pay <sup>said</sup> second party, or assigns, Five Hundred (\$500) no/100 dollars on the first day of March 1922 and Five Hundred (\$500) no/100 Dollars on March-1-1923. with interest at six per cent, per annum, payable annually until maturity and at eight per cent, per annum after maturity, or after default in payment of any installment of interest, according to the tenor and effect of the two promissory notes of the said W.B.Spohn of even date herewith, payable at the office of the second party in Des Moines, Iowa, and shall fully perform all the hereinafter named covenants and agreements.

The first party reserves the right to pay \$100.00 or any multiple thereof on the first day of March 1921, or at any interest paying date thereafter, Upon payment of all sums secured hereby, the mortgagor shall be entitled to a release hereof, but shall record same at his own expense.

The said first party covenants and agrees as follows:

To pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes, before they become delinquent; to keep the buildings thereon insured to the satisfaction of the second party for at least .....Dollars, delivering all policies and renewal receipts to the second party; to protect said property against waste and at all times to maintain the buildings and improvements thereon in at least as good condition as they now are; to pay all expenses and attorney's fees incurred by said second party by reason of litigation with third parties to protect the lien of this mortgage; and to pay expense of abstract of title and a reasonable attorney's fee if suit be instituted to collect the debt secured hereby, or any part of it.

Any sums herein agreed to be paid by the first party for insurance, taxes, assessments, costs attorney's fees or otherwise may be paid by the second party, and all money so paid by the second party shall be recoverable against the first party, with interest thereon at eight per cent per annum from date of payment, and shall be a lien under this mortgage upon the property herein conveyed and shall be included in the decree in case of foreclosure hereof.

In case default shall be made in the payment of said principal sum of money, or on any part thereof, or interest thereon at the time or times above specified for payment thereof, or in case of non-payment of any taxes, assessments or insurance as aforesaid, or of the breach of any covenant or agreement herein contained, then and in either case the whole principal and interest of said note shall, at the option of the holder thereof, immediately become due and payable, and the said party of the second part is hereby authorized as the irrevocable attorney in fact for the said party of the first part to take possession of the said real estate and to control and rent the same and collect all rents therefrom and to apply the proceeds after paying the costs of collection and necessary or reasonable repairs upon said premises, in payment of any part of the debt secured hereby, or said party of the second part may have a receiver appointed for such purposes; and in case the owner of said premises is occupying the same, he will either surrender the possession thereof, or pay to said party of the second part, or to said receiver, a reasonable rent monthly in advance for the use thereof, and shall be held to the same restrictions and conditions as any third party would be bound by under the usual and customary form of written lease; the possession of said premises by said party of the second part or by said receiver to continue up to and including the year of redemption. It is further agreed that if any default is made by the first party in any of the particulars above stated, said party of the second part may also

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

proceed at once to foreclose this mortgage, and no notice of election to declare the debt due shall be necessary prior to commencement of suit to foreclose.

The said first party expressly waives the platting and recording of homestead in case of sheriff's sale hereunder, and agrees that said premises may be sold in one body.

Dated this first day of March, 1920

W.B.Spohn  
Maude Spohn

STATE OF IOWA )ss  
POLK COUNTY )

On the first day of March A.D.1920, before me Francis E. Trent a Notary Public in and for said county and state, personally appeared W.B.Spohn and Maude Spohn personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Des Moines, Iowa, on the day and date last above written.



Francis E. Trent Notary Public  
My Commission expires July 4th, 1921.