

Mortgage Record, No. 79, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA A51327 (2)

MORTGAGE

Elmer Orris, Ethel Orris
Charley E. Cain, Mary Cain
TO
D. J. Murphy

Filed for record the 4 day day of January
A. D. 1935, at 11:35 o'clock A. M.
31 Valda C. Bishop, Recorder.
By _____, Deputy.
Recording fee, \$1.10



THIS MORTGAGE, Made the 29th day of October 1934, by and between
ELMER ORRIS and his wife, ETHEL ORRIS; and, CHARLEY E. CAIN and his wife, MARY/
of MADISON County, and State of Iowa, hereinafter called the mortgagors, and
D. J. MURPHY
hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of
One Thousand and no/100 (\$1000.00#) DOLLARS,
paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the
County of MADISON, State of Iowa, to-wit:

West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-nine (29),
except a tract of land described as follows:-Commencing 12 rods 22 links
East of the Southwest corner of said 80-acre tract, East 14 rods, North
11 rods 11 links, West 14 rods, South 11 rods and 11 links to place of be-
ginning; AND, the East Half (E $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Sec-
tion Thirty-one (31), all in Township Seventy-six (76) North Range Twenty-
eight (28) West of the 5th P. M.

For Release of annexed Mortgage see
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containing in all 159 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all
persons whomsoever.

All rights of homestead and contingent interests known as dower, or however else, are hereby conveyed. To be void upon the following
conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of
One Thousand and no/100 (\$1000.00#) Dollars, on the 31st day
of October A. D. 1935, with the option to the mortgagors to pay
One Hundred (\$100.00) Dollars or any multiple thereof at any time they so
desire

with interest according to the tenor and effect of the one certain promissory note of the said Elmer Orris
and wife, Ethel Orris; and, C. E. Cain and wife, Mary Cain

dated Oct. 31st A. D. 1934, and all such other sums of money as may at any time be owing to the said mortgagee,
according to the terms of such indebtedness, or of the conditions of this mortgage.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for
the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

Third. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with
all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect
to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay
off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum
thereon from the date of such payments, and shall be secured hereby; and should mortgagee become involved in litigation, in maintaining the security created by this
mortgage or its priority, or validity, or any rights or interests hereunder, then this mortgage shall secure the repayment and recovery of all money, costs, expenses, or
advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part
of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the
date of any such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of any and all interest when
due shall, at the mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues, and profits of said real property for the payment of said principal sum, interest, attorney's fees, and costs, and
authorize, agree, and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which
said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on applica-
tion of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the
same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said
property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants, and assigns, and in case of the rent-
ing or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on
said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the
suit and collected in the same manner.

In Witness Whereof, Signed by the mortgagors, the day and year first herein written.

Elmer Orris, Ethel Orris
Charley E. Cain, Mary Cain

STATE OF IOWA, MADISON COUNTY, SS.

On the 29th day of October A. D. 1934, before the undersigned, a Notary Public in and for said
County, came Elmer Orris and wife, Ethel Orris; and Charley E. Cain and wife, Mary Cain

to me personally known to be the identical person s whose name s are subscribed to the foregoing
mortgage as maker thereof, and acknowledged the execution of the same to be their voluntary act and
deed.

Witness my hand and notarial seal, the day and year last above written.

Aletha Alexander
Notary Public in and for Madison County, Iowa.

