

Mortgage Record No. 84. Madison County, Iowa

JENKINS-FERGEMANN CO. WATERLOO, IOWA, NO. 10757

MORTGAGE		Madison
FROM		STATE OF IOWA, Crawford County, ss.
Glen Newton and wife		Filed for Record the 2d day of February
TO		#320 A D. 19 35 at 11:07 o'clock A. M.
Madison County State Bank		Valda C. Bishop, Recorder.
		By Pearl E. Shetterly, Deputy.
		Recording Fee, \$ 1.10

THIS MORTGAGE, Made the 20th day of May, A. D. 19 29 by and between
Glen Newton and wife Myra Newton
of Madison County and State of Iowa, hereinafter called the mortgagors, and
Madison County State Bank
hereinafter called the mortgagee,

WITNESSETH: That the mortgagors in consideration of the sum of
EIGHT THOUSAND (\$ 8,000.00) DOLLARS
paid by the mortgagee, do hereby sell and convey to the mortgagee ~~its successors~~ and assigns, the property described as follows:

Lots 1, 2, and 3 of the North West Quarter (1/4) of the North East Quarter (1/4) and
Lots 4 & 5 of the North East Quarter (1/4) of the North East Quarter (1/4) of Section
Two (2), except that part of thereof lying East of the East line of said Lot 3 and South
of a line running parallel with the North line of said North East Quarter (1/4) and
running through a point located by commencing at the North East corner of said North East
Quarter (1/4), thence West 64 rods, thence South 30 rods, and 21 links, thence South, 63
degrees West 14 rods and 17 1/2 links, containing 10.65 acres, and subject to a mortgage of
\$1,500.00 and the West Quarter (1/4) of the South East Quarter (1/4) and the North West
Quarter (1/4) of the North East Quarter (1/4) of the South East Quarter (1/4) and the North
West Quarter (1/4) of the South East Quarter (1/4) of the South East Quarter (1/4) of Section
Ten (10), subject to a balance of \$4,500.00 due on a mortgage of \$5,660.00, and a tract
commencing at a point 64 rods West of the North East corner of Section Two (2), running
thence West 10 Rods, thence South 8 rods, thence East 10 rods, thence North 8 rods to
the place of beginning, all of said land lying and being in Township Seventy-five North,
of Range Twenty-eight (28) West of the 5th P.M., containing 71.15 acres, more or less.

with all appurtenances thereto belonging, and assign and transfer all rents, issues, use and profits of said land, including all crops, matured and unmatured, grown
upon said land from now until the debt secured hereby has been paid; and in addition thereto, the right to possession of said land from the time of the filing
of a petition for the foreclosure of this mortgage upon failure to comply with all the conditions and stipulations hereof.

Mortgagors warrant the title to said property against all persons whomsoever, and to be free and clear of all liens and incumbrances except those now of
record.

To be void upon the following conditions:

First: That the mortgagors shall pay to the mortgagee ~~or its successors~~ or assigns, the sum of
Eight Thousand (\$ 8,000.00) DOLLARS,
on the 20th day of December, A. D. 19 29.

according
with interest to the tenor and effect of the one certain promissory note of the said

Glen Newton and Myra Newton
dated May 20th, A. D. 19 29, and all such other sums of money as may be advanced by the mortgagee hereunder.

Second: That the mortgagors shall from now until the debt secured hereby is paid, keep the buildings, fences and other improvements and appurtenances
thereto on said real estate in as good repair as they now are and insure the buildings for the use and benefit of the mortgagee in a sum not less than their in-
surable value in a responsible company or companies satisfactory to mortgagee, and deliver the policies and renewal receipts to the mortgagee, and plant and
harvest all crops in proper season, and farm and care for the premises in such manner that neither the productivity of said land nor the value of the premises
will be impaired, and pay, when due, the sum payable on each lien having priority to the debt secured hereby.

This mortgage shall secure all sums paid by mortgagee to comply with the terms of this mortgage to be performed by mortgagors, including all expense of
litigation or preparation therefor incurred by mortgagee in maintaining this lien, its priority or foreclosure, to the same extent and upon the same terms as
if such sums were part of the original debt secured hereby.

A failure of the mortgagors to comply with any one or more of the above conditions of this mortgage or any note secured hereby, either wholly or in part,
or sale or change of ownership of said land, shall, at mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith,
without notice or demand.

It is hereby expressly agreed that mortgagee's lien upon the crops hereunder, is and shall be decreed, on the foreclosure of this mortgage, to have priority
thereon to the same extent as is given under Section 10261 of the Code of 1924, whether said crops are the property of the then owners of said land or of the
party in possession thereof or of the vendee thereof, for all sums in excess of the original debt secured hereby and for so much of the original debt as may remain
after the mortgaged premises have been exhausted; and mortgagee, either before or on the commencement of an action to foreclose this mortgage, or at any
time thereafter, shall be entitled to the appointment of a Receiver who shall have the power to take and hold possession of said premises and to rent the same
to the March 1st following the expiration of the year of redemption, collect the rents and profits therefrom and to take possession of all crops hereby mortgaged,
and if any crops are then not sufficiently matured for harvesting, to cultivate and protect the same until the crop shall be fit, and then to harvest the same,
giving the Receiver the right to sell the crops or any part thereof at any time, at private or public sale, without notice, all for the benefit of the mortgagee,
and that the net proceeds received from such sale be used for the purpose of carrying out the provisions of this mortgage and the payment of the debt secured
hereby.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Glen Newton

Myra Newton

STATE OF IOWA, MADISON COUNTY, SS.

On the 28th day of May, A. D. 19 29, before the undersigned, a Notary Public in and for Madison County, Iowa, came
Glen Newton and wife Myra Newton

to me personally known to be the identical person whose names 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.

Will H. Henry
Notary Public in and for Madison County, Iowa.



Madison Co. Savings Bank
For Assignment of Annuity Mortgage
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