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Mortgage Record, No. 87, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA B86562 (1)

MORTGAGE

E.B.Keller

TO

Mildred Deets et al

Filed for record the 30 day of Sept.

A. D. 19 35 at 3:35 o'clock P.M.

Welda C. Bishop, Recorder.

By \_\_\_\_\_, Deputy.

Recording fee, \$1.00

THIS MORTGAGE, Made the 30th day of September 19 35, by and between

E.B.Keller, and wife, Clementina E. Keller,

of Madison County, and State of Iowa, hereinafter called the mortgagors, and

Mildred Deets and Irene Young Wicks, hereinafter called mortgagees,

hereinafter called the mortgagee. WITNESSETH: That the mortgagor, in consideration of the sum of

Three Thousand (\$ 3,000.00 ) DOLLARS,

paid by the mortgagees do hereby convey to the mortgagee, s their heirs and assigns, forever, the following tracts of land in the

County of Madison, State of Iowa, to-wit:

The Southeast Quarter of the Northeast Quarter, except all that part thereof which lies West of the present channel of Middle River; also all that part of the North Half of the Northeast Quarter lying South and East of Middle River; also, all that part of the Southwest Quarter of the Northeast Quarter lying East of Middle River, all in Section Four (4) in Township Twenty-Five (75) North, of Range Twenty-seven (27) West of the 5th P.M., and a tract containing about 13.75 Acres, bounded by a line commencing at a point on the north line of the South Half of Section Four (4), in Township Seventy-Five (75) North, of Range Twenty-Seven (27), West of the 5th P.M., which is 1156.4 feet west of the northeast corner thereof, running thence East on said north line to said Northeast corner; thence South on the East line of said South Half of Section Four (4), 1037 feet to a point where it intersects the center line of the public highway running in a north-westerly direction 1569 feet, following the center of said Highway, to the place of beginning, all in Section Four (4) in Township Seventy-Five (75) North, of Range Twenty-Seven (27) West of the 5th P.M.

containing in all about 64.30 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 their heirs, executors, or assigns, the sum of Three Thousand (\$3,000.00) Dollars on the 1st day of October, A.D. 1938, with interest according to the tenor and effect of the one certain promissory note with coupons attached of the said Edward B. Keller and Clementina E. Keller bearing even dates with these presents; principal and interest payable at Winterset, Iowa. This mortgage extends the indebtedness secured by a prior mortgage dated Sept. 16, 1920 which is recorded at Page 110 of R.E-Mtge. Record Book 71 of Madison County, Iowa, and adds as security 13.75 acres not described in the original mortgage.

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

Third. The mortgagors shall pay, when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortgagors fail either to so pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee the payment and recovery of all money, costs, expenses, or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured, to the same extent, as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of 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 interest when due shall, at the mortgagee's option, cause the whole 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 application 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 renting 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.

E.B.Keller

Clementina E. Keller

STATE OF IOWA, MADISON COUNTY, SS.

On the 30th day of September A. D. 19 35, before the undersigned, a Notary Public in and for said of Madison and State of Iowa, County, came Edward B. Keller and Clementina E. Keller, husband and wife,

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

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

Daniel J. Gallery

Notary Public in and for Madison County, Iowa.

NOTARIAL  
SEAL

To Irene Young Wicks For Assignment of Annexed Mortgage See

Extension For Release of Annexed Mortgage See

Extension For Assignment of Annexed Mortgage See

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