

Mortgage Record, No. 85, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 24897-32

R.J.Hammans and wife

#817

Filed for record the 12th day of March *
A.D.1935 at 1:31 o'clock P.M.

To

Fee\$ 1.65

The UNION CENTRAL LIFE INSURANCE COMPANY
Cincinnati, Ohio

Valde C. Bishop, Recorder

MORTGAGE

IN CONSIDERATION OF Twelve Thousand Six Hundred and 00/100 (\$12,600.00) Dollars,
R.J.Hammans and Sybil Hammans, his wife, of Madison County, State of Iowa, party of the
first part, hereby convey to ^{UNION} THE CENTRAL LIFE INSURANCE COMPANY, a corporation of Cincinnati,
Ohio, party of the second part, the following real estate situate in Madison County, Iowa,
described as follows, to-wit:

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and Northeast Quarter of the South-
east Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-two (22), and the Southwest Quarter of the North-
west Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section
Twenty-three (23), Township Seventy-four (74), Range Twenty-eight (28), except 1.27
acres, deeded to State of Iowa, for public road, by Ralph J. Hammans, and wife, Sybil
Hammans, by easement dated 9/16/30, Rec.Book 66, Page 470, containing, less said excep-
tion, 198.73 acres, more or less.

And the party of the first part does hereby sell and convey to the party of the second
part, or to the holder of this mortgage and the debt secured hereby, all of the rents
issues, use and profits, and the crops raised on the foregoing described real estate, from
now until the debt secured by this mortgage shall be paid in full.

The said party of the first part hereby warrant the title against all persons whomso-
ever. To be void upon condition that said party of the first part pay said party of the
second part, its successors or assigns, all money advanced under this mortgage and the
certain promissory note of which the following is a copy:

\$12,600.00 Winterset, Iowa, Nov.23, 1934.
For value received, I promise to pay to the order of ,THE UNION CENTRAL LIFE INSURANCE
COMPANY OF CINCINNATI, OHIO, the sum of Twelve Thousand Six Hundred and 00/100 Dollars
at the Home Office of said Company in Cincinnati, Ohio, in installments as follows:
\$250.00 on the 1st day of March 1936, and \$250.00 on the 1st day of March of each of the
succeeding years to and including March 1, 1944, balance of \$10,350.00 on March 1, 1945.
together with interest thereon from March 1, 1935 at the rate of Five per centum per annum
payable with each installment of principal.

This note evidences a balance of purchase money and is secured by a mortgage or deed
of trust of even date. In the event of default in the payment of any installment of the
principal, or interest thereon, or default in the payment of taxes or water, ditch or other
assessments upon the premises described in said mortgage or deed of trust, or default in
the payment of fire, lightning or windstorm insurance premiums, or a breach of any of the
other covenants contained in said mortgage or deed of trust, the holder of this note may
at its option, without notice, declare the unpaid principal and the interest accrued there-
on, immediately due and payable and may proceed by foreclosure or by sale under the power
contained in said mortgage or deed of trust to enforce the collection thereof.

In case this note is placed in the hands of an attorney for collection, I agree to pay
all costs of collection and a reasonable attorney's fee, if permitted by law. Installments
of principal and interest not paid when due shall bear Eight per cent interest per annum
after maturity, until paid. The right is reserved to pay any amount at any time prior to
maturity and stop interest thereon provided all prior installments have been paid, but
such prepayments shall not relieve from continuing consecutive payments in amounts as here-
in provided. This note is to be construed by the laws of Iowa. Any check, draft or money
order submitted in settlement of this note, or any part thereof, may be handled for collec-
tion, in accordance with the practice of the collecting bank or banks, and shall not be
deemed payment until the money is actually received by the Company.

R.J.Hammans
Sybil Hammans

For Release of annexed Mortgage
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as well as any and all renewals or extensions of said note or of said indebtedness, or of any part thereof, however evidenced, with interest on such renewals, extensions or indebtedness at such rate of lawful interest as may be agreed upon and any notes given for interest covering any renewals or extensions of said note or indebtedness,

, with interest thereon from maturity of the same (which renewals or extensions of the note or debt, or any part thereof, thereby secured, or any change in the terms of or rate of interest payable on same, shall not impair in any manner the validity of, or priority of this mortgage).

The right is hereby given by the party of the first part and reserved by the party of the second part, its successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or the priority of this mortgage on the security remaining.

Said party of the first part shall keep said real estate and all buildings and other improvements thereon in as good condition and repair as of this date and shall not commit or suffer waste; shall pay all taxes, charges and assessments upon said real estate or on this mortgage or the debt secured hereby laid or assessed in Iowa, when due, also personal taxes and shall deliver to said party of the second part receipts of the proper officers for the payment thereof; shall keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of said party of the second part, delivering all policies and renewals thereof to said party of the second part, and hereby assigns and transfers to said party of the second part all right and interest in all policies of insurance carried or to be carried on said real estate; and upon satisfaction of this mortgage will accept from the party of the second part a duly executed release of the same have it recorded and pay the cost of recording; and shall pay, in case of suit, all reasonable attorneys' fees and expenses of continuation of abstract, and all expenses and attorneys' fees incurred by said party of the second part or assigns by reason of litigations with third parties to protect the lien of this mortgage or if any note secured hereby is placed in the hands of an attorney for collection and be collected without suit.

In case of failure to pay the taxes, liens, assessments, charges, costs and attorney's fees as aforesaid, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, costs and attorney's fees and effect such insurance, and the amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the rate of 8 per centum per annum, and such amounts shall be secured hereby.

A failure to comply with ^{one} any/of the agreements hereof shall cause the whole debt to become due and collectible, if said party of the second part or assigns so elect, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and said party of the second part or assigns may take immediate possession of said land and of the crops matured or growing thereon and account for the net profits only.

In event of the foreclosure of this mortgage for any reason, said party of the second part shall be entitled to take immediate possession of said ^{real} estate, and the Court, or any Judge thereof, upon application therefor, shall appoint a receiver for said real estate and said crops. Said taking possession shall in no way retard collection or foreclosure.

Dated this 23rd day of November 1934.

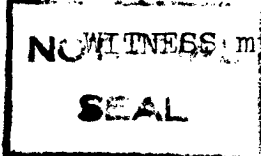
R;J;Hamans
Sybil Hamans

STATE OF IOWA, County of Madison)ss. On this 23rd day of November A.D. 1935 before me, the undersigned, a notary public in and for Madison County, State of Iowa, personally

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MOORE BLANK BOOK CO., MOORE, IOWA. 24897-82

appeared R.J.Hammans and Sybil Hammans, husband and wife , to me personally known to be the identical persons named in and who executed the foregoing mortgage, and acknowledged that they executed the same as their voluntary act and deed.



WITNESS my hand and Notarial Seal, by me affixed the day and year last above written

Charles E. Tucker

Notary Public in and for said County and State

#844 Filed for record the 14th day of March 7