

Mortgage Record, No. 86, Madison County, Iowa

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

SEA

L.P. Jackson
Notary Public in and for Madison County
Iowa.

G.W.Wright
To
Fairview Cemetery Association
of Jefferson Township

#1530

Fee \$1.10

Filed for record the 18 day of
April A.D.1936 at 3:00 o'clock
P.M.

Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That G.W.Wright (Unmarried) of Madison County, State of Iowa in consideration of the sum of Twelve Hundred # Dollars in hand paid by Fairview Cemetery Association of Jefferson Township of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said Fairview Cemetery Association of Jefferson Township the following described premises situated in the County of Madison and State of Iowa to-wit:

The Northwest Quarter of the North-west Quarter of Section Twenty (20), in Township Seventy-seven (77) North, of Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa,

This mortgage being a renewal and extension of the same mortgage recorded on March 23, 1926 at 10:30 o'clock A.M. in Book 71 of R.E.Mbgs on Page 399, in Madison County, Iowa,

It is mutually agreed that the said G.W.Wright has the privilege of tearing down and removing the corn crib now located on the above premises at any time during the term of this mortgage.

and containing in all Forty acres, more or less, according to the government survey thereof, and the rents, issues and profits thereof.

And I hereby covenant with the said Fairview Cemetery Association of Jefferson Township that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and I covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever; and the said hereby relinquish right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 15 day of January 1946 Paul H. Stork Notary Public for Fairview Cemetery Assn. Witnessed by Pearl E. Shetterly Recorder Valda C. Bishop

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G.W.Wright heirs, executors or administrators shall pay or cause to be paid to the said Fairview Cemetery Association of Jefferson Twp heirs, executors and administrators or assigns, the sum of Twelve Hundred # (\$1200.00) Dollars, on the First day of April 1946
----- Dollars, on the day of 19
----- Dollars, on the day of 19

with interest thereon from April 1, 1936 at 5% according to the tenor and effect of the One promissory note of the said G.W.Wright payable to Fariview Cemetery Association of Jefferson Twp bearing date March 31, 1936 then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said G.W.Wright shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of Seven per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$....., and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from with seven per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, his heirs, successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage that a receiver shall be appointed by the Court to take possession of said premises and to apply the rents, issues and profits derived therefrom, less the costs and expenses of receivership, to the payment of taxes on said real estate and upon the indebtedness secured by this mortgage.

That if the said G.W.Wright allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if he fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in Thirty days thereafter; and the mortgagee its successors heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said G.W.Wright in addition to the amount of said debt, interest and costs,, agrees to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 31st day of March, 1936.
G.W.Wright

STATE OF IOWA Dallas County, SS.

On this Thirty-first day of March A.D.1936, before me Glarence Dunn a Notary Public in and for Dallas County, Iowa, personally appeared G.W.Wright (Unmarried) to me known to be

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the identical person named in and who executed the foregoing instrument, and acknowledged
that he executed the same as his voluntary act and deed.

Clarence Dunn
Notary Public in and for Dallas County, Iowa

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SEAL

American Commercial and Savings Bank #1564 Filed for record the 21 day of