

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH, PRYB. CO., DES MOINES, IOWA

Otto Fundinger, Administrator
of Walter G. Eisele Estate et al

#1630

Filed for record the 24 day of
April A.D. 1936 at 10:35 o'clock
A.M.

To

Fee \$1.10 ✓

Kenneth G. Dunn

Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That Otto Fundinger, Administrator of Walter G. Eisele Estate and Helen M. Eisele, the surviving spouse of said Walter G. Eisele, Deceased, of Madison County, and State of Iowa in consideration of the sum of Twelve Hundred Fifty #(\$1250 00) Dollars, in hand paid by Kenneth G. Dunn of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Kenneth G. Dunn the following described premises situated in the County of Madison and State of Iowa to-wit:

The North One-half of the North-west Quarter of Section
Nine (9), in Township Seventy-seven (77) North, of Range
Twenty-seven (27), West of the Fifth Principal Meridian
Madison County, Iowa, and

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

And we hereby covenant with the said Kenneth G. Dunn that we hold said premises by title in fee simple; that we 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 we covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever; and the said Helen M. Eisele hereby relinquish her right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Otto Fundinger, Administrator as aforesaid, his heirs, executors or administrators shall pay or cause to be paid to the said Kenneth G. Dunn heirs, executors and administrators or assigns, the sum of Twelve Hundred Fifty # Dollars, on the Third Day of April 1941
----- Dollars, on the day of 19..
----- Dollars, on the day of 19..

with interest thereon at 4½% from April 3, 1936, according to the tenor and effect of the One promissory note of the said Otto Fundinger, Administrator, aforesaid payable to Kenneth G. Dunn bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Otto Fundinger, Administrator as aforesaid 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 eight 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 No buildings on premises 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 eight 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

For Release of Entered Mortgage
Mortgage Record 87 Page 329
Clerk
Dunn

For Release of Entered Mortgage
Mortgage Record 93 Page 329

Mortgage Record, No. 86, Madison County, Iowa

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

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 ^{above} as 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 Otto Fundinger, Administrator as aforesaid, allows the taxes to become delinquent upon said property, or permit 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, or his 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 Otto Fundinger, Administrator as aforesaid 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 Third day of April, 1936

Otto Fundinger
Administrator of the Estate of Walter G. Eisele
Helen M. Eisele

STATE OF IOWA, DALLAS COUNTY, ss

On this Third day of April A.D. 1936, before me Mary Belle Smith a Notary Public in and for Dallas County, Iowa, personally appeared Otto Fundinger, to me known to be Administrator of the Estate of Walter G. Eisele, and Helen M. Eisele, surviving spouse of the said Walter G. Eisele, and to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

Mary Belle Smith
Notary Public in and for Dallas County, Iowa.

STATE OF IOWA
MADISON COUNTY SS

I, P.E. Rose, Clerk of the District Court of Iowa, in and for Madison County, do hereby certify that this Mortgage was duly presented to the Court on April 4th, 1936, and on that date was approved, and this Certificate ordered entered hereon.

Witness my hand and the Official Seal of this Court this 4th day of April A.D. 1936.

(DISTRICT COURT SEAL)

P.E. Rose
P.E. Rose, Clerk District Court