Clarence E. Forret and Ella Forret

To

#2640

Filed for record the 23 day of June A. D. 1936 at 10:15 O'clock A. M.,

Fee\$1.00\

Valda C. Bishop, Recorder

Anthony Forret

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Clarence E. Forret and Ella Forret, his wife, of Madison County, and State of Iowa in consideration of the sum of Six thousand and 00/100 DOLLARS, in hand paid by Anthony Forret of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Anthony Forret of Dallas County of Madison and State of Iowa to-wit:

The Northwest Quarter $(\frac{7}{4})$ of Section Eight (8) and the South Half $(\frac{1}{2})$ of the Southwest Quarter $(\frac{7}{4})$ of Section Five (5), all in Township Seventy seven (77) North, of Range Twenty six (26) West, of the 5th P. M. Madison County, Iowa.

And we hereby covenent with the said Anthony Forret that we hold said premises by title in fee simple; that we have good right and lawful authority to sell indiconvey 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 Ella Forret hereby relinquishes 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 Clarence Forret and Ella Forret, their heirs, executors or administrators shall pay or cause to be neid to the said Anthony Forret, his executors and administrators or assigns the sum of Six thousand Dollars, on the 1st day of March 1946 with interest thereon according to the tenor and effect of the one promissory note of the said Clarence E. Forret and Ella Forret payable to Anthony Forret bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Clarence E. Forret and Ella Forret shall pay all taxes and ascessments 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.

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, its 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

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

Mortgage Record, No. 86, Madison County, Iowa

be, and hereby is authorized to take irrediate 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 forclesure or otherwise.

It is further agreed that in the event action is brought to forcelose this mortgage, the court shell have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Clarence E. Forret and Ella Forret allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured homeby shall become due and payable in 60 days thereafter; and the mortgagee 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 Clarence E. Forret and Ella Forret in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named, or to any assignce 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 2d day of March 1936

Clarence E. Forret Ella Forret

STATE OF IOWA,

DALLAS COUNTY,

Con this 18th day of March A. D., 1936, before me personally appeared Clarence E. Forret and Ella Forret, his wife, 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.

Chas C. Cook Notery Public in and for Said County

T Porter