

Mortgage Record, No. 86, Madison County, Iowa

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

Church Ext. of the Iowa District

Filed for record the 8 day of

Missouri, Ohio and other States

(COUNTY AUDITOR'S SEAL)

Elizabeth Jane T. Miller & Husband

To

F.L.Miller

#3996

Fee \$1.00

Frank Jackson

Auditor in and for Hardin County, Iowa.

Filed for record the 9 day of 86  
October A.D.1936 at 11:00 o'clock  
A.M.  
Valda C. Bishop, Recorder  
Pearl E. Shetterly, Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Elizabeth Jane T. Miller and T.J.Miller, wife and husband of Dallas County and State of Iowa in consideration of the sum of One Thousand Three Hundred # Dollars in hand paid, by F.L.Miller of Adair County, and State of Iowa do hereby SELL AND CONVEY unto the said F.L.Miller the following described premises, situated in the County of Madison and State of Iowa to-wit:

The undivided one-seventh of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter in Section Thirty-four, Township Seventy-seven North, Range twenty-eight West of the 5th P.M.

(This mortgage is given as collateral security in connection with the note and mortgage this day executed by the mortgagors to F.L.Miller in the principal sum of \$1300.00, said mortgage covering Lot 29 in Davis Addition to the Town of Dexter, Iowa, and other premises adjacent thereto).

containing 28.57 acres; together with all future rents, issues, profits and crops accruing grown or raised on within described premises during the life of said mortgage.

And We hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, and We hereby release all our right of homestead and dower interest therein. The above sale and conveyance is, however, made upon the following express conditions; that if Elizabeth Jane T. Miller and T.J.Miller, her husband shall pay or cause to be paid, the sum of Thirteen Hundred # Dollars, according to the tenor and effect of one certain promissory note described as follows:

Thirteen Hundred # Dollars, due October, 1st, 1939

bearing even date herewith, payable to the order of said F.L.Miller with interest thereon and from October 6th, 1936 at the rate of six per cent, per annum, payable annually and any/all

For Release of amended Mortgage see  
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taxes levied and assessed upon said notes or to the owner or holder of same by reason thereof, then the above sale and conveyance shall be void, but otherwise it shall remain in full force and effect.

And it is hereby agreed, that, if the said mortgagors allow any taxes upon any part of said premises to become delinquent and remain unpaid, or allow any part thereof to be sold for taxes, or fail to insure the buildings on premises in a reliable stock company in an amount equal to two-thirds the value thereof, payable to mortgagee or fail to pay any of the notes herein described or the interest due thereon as the same becomes due or if the indebtedness, principal or interest, secured by any and all prior mortgages, liens or encumbrances of any kind whatever, on or against said premises, be not paid when due according to the tenor thereof, or commit waste on said premises or if any tax or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause the entire principal sum hereby secured and all interest accrued thereon, at the option of the mortgagee or assigns, to become immediately due and payable and the mortgagee his heirs or assigns, may, without demand or notice upon mortgagors or grantees, proceed at once to foreclose this mortgage. It is further agreed that for the protection of the lien created by this mortgage, the holder of the notes herein described, may pay off any lien or liens on said land for taxes or otherwise, whether prior or subsequent, that may in any manner affect the title to said premises and any taxes levied against the holder of said notes, for same and the money so paid shall immediately become due and payable and bear interest at eight per cent, and this mortgage shall stand as security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a reasonable attorney's fee, which shall be included in the judgment in such foreclosure case.

It is also agreed, that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs or assigns, shall before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, be entitled to the appointment of a receiver, who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, for the benefit of the said mortgagee, his heirs or assigns, and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee, shall exist regardless of the fact of the solvency or insolvency of the mortgagor, and regardless of the value of said mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises, during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense. Dated this 6th day of October, 1936.

Elizabeth Jane T. Miller  
T.J. Miller

STATE OF IOWA ADAIR COUNTY, ss:

On this 6th day of October, A.D. 1936, before me Harry D. Byers, a Notary Public in and for said County, personally appeared Elizabeth Jane T. Miller and T.J. Miller husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

Harry D. Byers

Notary Public in and for said  
County.

