

Iowa.

Clara V. Bosley, etal

#1918

Filed for record the 27 day of April A.D. 1937 at 10:35 o'clock A.M.

To

Fee \$1.40

Earlham Savings Bank

Valda C. Bishop, Recorder

FIRST MORTGAGE

FOR THE CONSIDERATION OF Eighteen Hundred Dollars the receipt of which is hereby acknowledged, we, Clara V. Bosley, Widow, of Polk County, State of Iowa; Howard K. Bosley and Alice Bosley, his wife of Madison County, State of Iowa; Homer D. Bosley and Lucille Bosley, his wife, of Polk County, State of Iowa; Jose Bosley, single, of Olmsted County, State of Minnesota; Edna Bosley, single, of Cook County, State of Illinois; Louise Francis and William Francis, her husband, of Los Angeles County, State of California; and Marjorie Freeman, widow of Los Angeles County, State of California, and hereinafter referred to as Mortgagors, hereby sell, convey and warrant the title to the following described real property, including homestead and dower rights, unto the Earlham Savings Bank, Earlham, Iowa, Mortgagee of Madison County, State of Iowa, To wit:

North one-half (N¹/₂) of the Southwest Quarter (SW¹/₄) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M.

in the County of Madison and State of Iowa and also all of the rents, issues, use and

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profits of said land and the crops raised thereon from now until the debt secured thereby shall be paid in full.

To be void upon condition that the mortgagors shall pay or cause to be paid to the mortgagee, or assigns, the consideration of Eighteen Hundred Dollars, with interest thereon according to the one note of the mortgagors bearing even date herewith, and due April 22, 1942.

The mortgagors covenant to pay all taxes and assessments that shall become liens against said property before the same become delinquent; to keep the buildings insured against fire, cyclone and storm, in a reliable company selected by the mortgagee, at their insurable value, payable to the mortgagee as its interest may appear, the policies to be delivered to and remain with mortgagee; not to commit or permit waste of any kind upon said property; that the above described property is not incumbered and is free from liens and to permit the abstract of title of said property to remain with the mortgagee.

If the mortgagors fail to pay the assessments and taxes, or fail to insure the buildings as agreed, the mortgagee may, at its option, pay such taxes and assessments, and insure the buildings and pay therefor; which sums the mortgagors agree to pay to the mortgagee with interest at the rate of seven per cent per annum, from date of payments, and this mortgage shall be security for the payment thereof.

If the mortgagors shall fail to pay principal or interest; or taxes and assessments; or to keep the buildings insured; or to keep and perform any other provision of this mortgage on their part to be kept and performed as agreed, the indebtedness hereby secured, at the option of the mortgagee, without demand or notice, shall become due and payable, and the mortgage foreclosed.

It is stipulated that the rents and profits of said property are pledged as security for said indebtedness and in addition to other remedies given by law, that upon filing petition to foreclose this mortgage the court or any judge thereof, on application of the mortgagee, shall appoint a receiver of said property and the rents and profits thereof during foreclosure and the period of redemption and apply such rents and profits to the payment of the costs, expenses and indebtedness.

The Mortgagors agree to pay a statutory attorney fee in case of foreclosure hereof to be taxed as costs.

This mortgage binds the mortgagors, their executors and legal representatives and the mortgagee and its assigns.

It is expressly stipulated that this mortgage and the notes thereby secured are made under and are to be construed under the laws of the State of Iowa.

Dated this 31st day of March 1937.

Jose Bosley
Edna Bosley
Louise Francis
William Francis
Marjorie Freeman

Clara V. Bosley
Howard K. Bosley
Alice Bosley
Homer D. Bosley
Lucille Bosley

STATE OF IOWA, County of Polk, ss

On this 7th day of April, A.D. 1937, before me D. McClannahan the undersigned notary public within and for said county of Polk, personally appeared Clara V. Bosley, widow, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(NOTARIAL SEAL)

D. McClannahan
Notary Public in and for said County
My commission expires July 4, 1939.

State of Iowa, County of Madison, ss.

On this 17 day of April, A.D. 1937, before me Anna Corman, the undersigned notary

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MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

public within and for said county of Madison, personally appeared Howard K. Bosley and Alice Bosley, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Anna Corman
Notary Public in and for said county.
My commission expires July 4, 1939.

State of Iowa, County of Polk, ss.

On this 12 day of April, A.D.1937, before me, the undersigned notary public within and for said county of Polk, personally appeared Homer D. Bosley and Lucille Bosley, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

John A. Ryan
Notary Public in and for said county.
My commission expires July 4, 1939.

State of Minnesota, County of Olmsted, SS

On this 2nd day of April, A.D.1937, before me Jose Bosley the undersigned notary public within and for said county of Olmsted, personally appeared Jose Bosley, single, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(NOTARIAL SEAL)

Notary Public in and for said county.
L.J. Fiegel/
L.J. Fiegel, Notary Public.
Rochester, Olmsted County, Minn.
My commission Expires May 2, 1941

State of Illinois, County of Cook, SS

On this 5th day of April, A.D.1937, before me Alice M. Greely, the undersigned notary public within and for said county of Cook, personally appeared Edna Bosley, single, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(NOTARIAL SEAL)

Alice M. Greely
Notary Public in and for said county.
My Commission Expires Nov. 24th, 1938
My commission expires Nov. 24-1938

State of California, County of Los Angeles, SS.

On this 31st day of March, A.D.1937, before me A.L. Parmley the undersigned notary public within and for said county of Los Angeles, personally appeared Louise Francis and William Francis, her husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

A.L. Parmley
Notary Public in and for said county.
Notary Public in and for the County of Los Angeles, State of California.

My Commission expires Sept 1937

State of California, County of Los Angeles, SS

On this 31st day of March, A.D.1937, before me A.L. Parmley the undersigned notary public within and for said county of Los Angeles, personally appeared Marjorie Freeman, widow, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL
SEAL

A.L. Parmley
Notary Public in and for said County
Notary Public in and for the County of Los Angeles, State of California.
My Commission expires Sept. 1937.