

John A. Roach & wife  
To  
National Life Company

#2187  
Fee \$.90 ✓

Filed for record the 11 day of  
May A.D. 1937 at 11:50 o'clock  
A.M.

Valda C. Bishop, Recorder

M O R T G A G E

For the consideration of a certain note in the amount of Three Thousand Dollars (\$3,000.00), which note is secured by a mortgage on property not herein described, we, John A. Roach and Eldora E. Roach, husband and wife, of Madison County, Iowa, first party, hereby convey to the National Life Company, second party, as additional security for the said note, the following real estate situated in Madison County, Iowa, described as follows:

The West Ten Acres (W.10 A) of the South Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M.

and also all the rents, issues, uses, profits and income therefrom and the crops raised thereon from the date of this instrument until the debt secured hereby shall be paid in full. The said first party hereby warrant the title against all persons whomsoever.

To be void upon condition that said John A. Roach and Eldora E. Roach pay said second party or assigns the note referred to in the amount of Three Thousand and No/100 Dollars, on the first day of February, 1942, with interest thereon from February 1, 1937, at the rate of five per cent per annum, payable semi-annually on the first day of August and February in each year, according to the tenor of one principal note of ... with interest thereon at the rate of seven per cent per annum after maturity, payable semi-annually at the office of National Life Company in the city of Des Moines, Iowa.

Said first party shall pay all taxes and assessments upon said property to whomsoever laid or assessed, including personal taxes; and should any reduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof required of the mortgagee or assigns, then said mortgagor shall pay the taxes on this mortgage and the debt hereby secured before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than .... Dollars, delivering all policies and renewal receipts to said second party, and in case the taxes are not so paid, or the insurance so kept in force by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended and this mortgage shall stand as security therefor; and said first party shall pay, in case of suit, a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the

Please  
For Assignment of Annexed Mortgage See  
Mortgage Record 94 Page 125-

debt hereby secured, or any part thereof, or to foreclose this mortgage, and said second party or assigns may take possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of the said second party, at any time after default of the first party as to any of the provisions hereof, either independently or in connection with foreclosure, and, if in connection with such foreclosure, may be appointed at the commencement of the suit, or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

All money paid by said second party or assigns for insurance, taxes, abstract, or to protect the lien of this mortgage, shall bear interest at the rate of seven per cent per annum, payable semi-annually, and be a lien on said land under this mortgage.

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

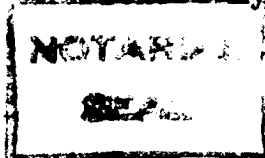
Dated this 10th day of May 1937.

John A Roach  
Eldora E. Roach

State of Iowa )  
County of Polk ) ss.

On this 10th day of May A.D.1937, before the undersigned Marie Fidler a Notary Public in and for Polk County, Iowa, personally appeared John A. Roach Eldora E. Roach, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.



Marie Fidler  
Notary Public in and for Polk County, Iowa,  
Notary Public in and for Polk County, State of Iowa.  
My commission expires July 4, 1939.