

Edna M. Jensen & Husband	#2830	Filed for record the 14 day of
To	Fee \$ 1.20 ✓	June A.D.1937 at 8;30 o'clock
John C. Miller		A.M.
		Valda C. Bishop, Recorder
<u>REAL ESTATE MORTGAGE</u>		

IN CONSIDERATION OF the sum of Nine Hundred Fifty and no/100 Dollars, we, Edna M.Jensen and Peter J.Jensen,her husband, of Madison County,State of Iowa, do hereby grant,bargain, sell and convey unto John C. Miller,in the county of Shelby and State of Iowa, the following described real estate situated in the County of Madison, and State of Iowa, to-wit:

Southwest quarter of the Northeast quarter, and, Northwest quarter of the Southeast quarter, of Section 33, Township 74, Range 28, W. of 5th P.M. containing 80 acres.

And we do hereby represent to and covenant with the said John C. Miller heirs and assigns, that we are the owners of and are lawfully seized of said premises; that the same are free from incumbrance or liens of any kind, except mortgages and liens of record. and that we will warrant and defend title thereto against the lawful claims and demands of all persons. We and each of us do hereby relinquish all contingent rights in and to said premises, including the rights of dower,homestead,distributive share, and the right to possession of or income from said premises as hereinafter provided during the period of redemption,all of said rights being hereby expressly waived in favor of the mortgagee herein and his successors.

TO BE VOID upon the condition that we, the said Edna M. Jensen & Peter J.Jensen pay or cause to be paid to the order of the said John C. Miller the sum of Nine Hundred fifty and no/100 Dollars according to the tenor of one promissory notes,as follows:

No..... Date June 10, 1937 \$ 950.00 Due June 10, 1942
each of said notes being payable at Harlan National Bank, Harlan,Iowa,with five per cent interest until paid, payable annually, whenever the mortgagors shall have fully paid the

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MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

indebtedness hereby secured, with all interest and costs up to that time, and have well and truly performed each and all of the covenants hereof, then, but not until then, all their covenants and agreements hereunder shall cease and determine, and they shall be entitled to receive, promptly, a full and proper release hereof.

IT IS SPECIFICALLY AGREED that should any interest or principal not be paid when due, the same shall bear interest at the rate of seven per cent per annum thereafter and this mortgage shall stand as security for the same. That the said Edna M. Jensen and Peter J. Jensen mortgagors shall pay all taxes and assessments levied upon said real estate, and interest and maturing principal on all prior incumbrances upon said real estate, before the same become delinquent, and shall keep all buildings and other improvements in good repair and will not permit said premises, building, fences, or improvements to deteriorate; and shall keep the buildings constantly insured for at least the sum of \$2000.00, in some reliable insurance company to be approved by the mortgagee, with any loss payable to the legal holder hereof, policy to be delivered to and held by the latter. Should mortgagors fail to pay any taxes, assessments, insurance premiums, or to prevent deterioration as aforesaid, or fail to pay any interest or matured principal hereon or on prior incumbrances, the mortgagee may make the payments necessary therefor and this mortgage shall stand as security for said payments with seven per cent interest per annum thereon from the date thereof.

AND IT IS AGREED that failure to pay any of said money, either principal or interest, within ninety days after the same becomes due, or failure to perform or comply with any of the foregoing conditions or agreements shall cause the whole sum of money herein secured to become due and collectible at once at the option of the holder hereof without notice of his election, notice thereof being hereby waived, and this mortgage may thereupon be foreclosed immediately for the whole of said principal, interest and costs and any moneys paid out for taxes, insurance, incumbrances, interest, or otherwise in protecting the lien and security of this mortgage. Nothing shall be construed as a waiver of such right of election for past delinquency or default except express written agreement to that effect. And in the event of the foreclosure hereof a statutory attorney's fee shall be taxed by the court and also all abstract fees incurred in the procuring and continuing abstracts of title for the purpose of such foreclosure, and this mortgage shall stand as security therefor, and the same shall be included as costs in the decree of foreclosure.

AND IT IS EXPRESSLY AGREED that if action is brought to foreclosure this mortgage the Court in which suit is brought, or a judge thereof if in vacation, shall, upon application of the holder hereof (which may be made at the time of filing the petition for foreclosure or at any time thereafter until redemption or the expiration of the period for redemption under sheriff's sale), after ten days notice to the party in possession of said premises, appoint a receiver of said premises, to take immediate possession thereof and of all crops thereon, to operate, cultivate, or rent the same, as he may deem best, collect the rents and profits therefrom until redemption or until expiration of the period allowed for redemption. Said receiver shall apply all income, rents and gross profits in payment of the following matters, respectively: to the costs of said receivership; taxes accrued or accruing; insurance; interest on prior incumbrances; all amounts due or accruing hereunder; and after said payments, the balance shall be paid to the mortgagor.

If for any reason said property shall fail to satisfy said indebtedness, interest and charges, we agree to pay the deficiency.

Signed this 10th day of June, 1937

Edna M. Jensen
Peter J. Jensen
Mortgagors.

STATE OF IOWA, Shelby County, ss.

On this 10 day of June, 1937, before me, Wilma L. Masters, a Notary Public in and for

Shelby County and State of Iowa, personally appeared the above named Eana M. Jensen & Peter J. Jensen her husband, to me personally known to be the identical persons whose names are affixed to the above mortgage as mortgagors, and acknowledged the execution thereof to be their voluntary act and deed, for the purposes therein set forth.

NOTARY
SEAL

Witness my hand and Notarial Seal the day and year last above written.

Wilma I. Masters.
Notary Public in and for Shelby County, Iowa.
Filed for record the 15 day of