

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

ME

WITNESS my hand and Notarial Seal by affixed the day and year last above written.

NOTARY

SEAL

R. B. Turman

Notary Public in and for Los Angeles County, California.

My Commission expires July 29, 1936

Wm H. Neidt

#3015

Filed for record the 24 day of June
A. D. 1937 at 1:00 o'clock P. M.,

To

Fee \$1.60 ✓

Central Loan & Agency Corp.
Quincy, Illinois

Valda C. Bishop, Recorder

MORTGAGE

THIS MORTGAGE was made this 1st day of March A. D. 1937, by and between Wm. H. Neidt, a single person, of the County of Madison, State of Iowa hereinafter called the Mortgagors, and
&
CENTRAL LOAN/AGENCY CORPORATION, QUINCY, ILLINOIS, a corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the Mortgagee.

WITNESSETH: That the Mortgagors, in consideration of the sum of Thirty-seven thousand five hundred and no/100 (\$37,500.00) DOLLARS, paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee, its successors or assigns, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The fractional Southwest Quarter ($\frac{1}{4}$) and the West half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Nineteen (19), Township Seventy-four (74) Range Twenty-six (26) and the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-four (24), Township Seventy-four (74), Range Twenty-seven (27)

containing in all 315.87 acres, with all appurtenances thereto belonging; and also all the rents, issues, use, and profits of said land and the crops raised thereon from now until the debt secured hereby shall be paid in full.

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and hereby expressly waive the platting and recording of homestead in case of foreclosure and sale thereunder, and agree that said premises may be sold in one tract at such foreclosure sale.

TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee, its successors or assigns, the sum of Thirty-seven thousand five hundred and no/100 (\$37,500.00) DOLLARS, according to the tenor and effect of the twenty-seven (27) promissory notes as follows:

7 notes for \$500.00 each,
1 note for \$1,000.00
10 notes for \$1,500.00 each, and
9 notes for \$2,000.00 each
executed by Wm. H. Neidt, bearing even date herewith payable to the order of Central Loan & Agency Corporation by which he promises to pay to the said Central Loan & Agency Corporation or order for value received \$37,500.00 to be paid as follows:

1 note for \$500.00 due September 1, 1938
1 note for \$500.00 due March 1, 1939
1 note for \$500.00 due September 1, 1939
1 note for \$500.00 due March 1, 1940
1 note for \$500.00 due September 1, 1940
1 note for \$500.00 due March 1, 1941
1 note for \$500.00 due September 1, 1941
1 note for \$1,000.00 due March 1, 1942
10 notes for \$1,500.00 each due March 1, 1942
9 notes for \$2,000.00 each due March 1, 1942
at the office of Central Loan & Agency Corporation in Quincy, Illinois, with interest to be paid annually on March 1st of each year and at the maturity of said notes at the rate of 5% per annum, and if unpaid, to bear interest at the rate of 7% annually from maturity. The several installments of interest on said principal promissory notes from March 1, 1937 until maturity thereof being further evidenced by interest notes or coupons, all of even date herewith attached to the above described principal promissory notes, secured hereby, executed by the said Wm. H. Neidt, the maker of said principal promissory notes, and payable respectively:

7 coupons each for the sum of \$25.00; 1 coupon for \$50.00; 10 coupons each for \$75.00 and 9 coupons each for \$100.00 due March 1, 1938;
1 coupon for the sum of \$12.50 due September 1, 1938;
6 coupons each for the sum of \$25.00; 1 coupon for \$50.00; 10 coupons each for \$75.00 and 9 coupons each for \$100.00 due March 1, 1939;
1 coupon for the sum of \$12.50 due September 1, 1939;
4 coupons each for the sum of \$25.00; 1 coupon for \$50.00; 10 coupons each for \$75.00 and 9 coupons each for \$100.00 due March 1, 1940;
1 coupon for the sum of \$12.50 due September 1, 1940;
2 coupons each for the sum of \$25.00; 1 coupon for \$50.00; 10 coupons each for \$75.00 and 9 coupons each for \$100.00 due March 1, 1941;
1 coupon for \$12.50 due September 1, 1941;
1 coupon for the sum of \$50.00; 10 coupons each for \$75.00 and 9 coupons each for \$100.00

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due March 1, 1942

With interest thereon from maturity thereof respectively until paid, at the rate of 7% per annum. Both principal and interest are payable at the Central Loan & Agency Corporation, Quincy, Illinois. In said principal promissory notes the maker reserves the option of paying \$100.00 or any multiples thereof at any interest paying date and if any of said interest notes or principal notes are not paid when due the principal notes become due and payable at once without notice at the option of the holder.

It is further agreed that the Mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to Mortgagee, for the use and security of the Mortgagee, in a sum not less than their insurable value, and deliver to the Mortgagee the policies and renewal receipts.

The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises, and interest on all prior liens, if any, as the same become due; if Mortgagors fail either to pay such taxes or interest, or promptly to effect such insurance, then the Mortgagee may do so; and should the Mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the Mortgagee the payment and recovery of all money, costs, expenses, or advancements incurred or made necessary thereby, and shall also secure all money advanced for taxes, interest, and insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon from the date of such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the Mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument without any preference, priority, or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee, its successors or assigns, filing a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall at the commencement of said action, or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property and collect ^{and receive} said rents and profits, and apply the same to the payment of said debt; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property, or any part thereof, is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees are to be considered as a part of the costs of the suit and collected in the same manner.

Signed the day and year first herein written.

Wm. H. Neidt

State of Iowa

Madison County. SS.

On this 21st day of June A. D. 1937, before me, the undersigned, a Notary Public in

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

and for Madison County, Iowa personally appeared Wm. H. Neidt, a single person, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.

NOTARIAL
SEAL

Harry F. Anderson
Notary Public in and for
Madison County, Iowa