

Mortgage Record, No. 86, Madison County, Iowa

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

My commission expires July 4, 1939

Erwin M. Howell and Marie Howell,
husband and wife

#309

Filed for record the 23 day of
January A.D. 1937 at 3:35 o'clock
P.M.

To

Fee \$1.60 ✓

The Travelers Insurance Company

Valda C. Bishop, Recorder

FARM MORTGAGE Iowa

THIS INDENTURE, made this 25th day of November, 1936, by and between Erwin M. Howell and Marie Howell, husband and wife, of the County of Warren and State of Iowa (jointly and severally, if more than one), party of the first part, and THE TRAVELERS INSURANCE COMPANY, (a corporation organized and existing under the laws of the State of Connecticut, with principal office in the City of Hartford, County of Hartford and State of Connecticut), party of the second part (hereinafter called the "COMPANY") WITNESSETH,

That the said party of the first part in consideration of money loaned in the Principal Sum of Two Thousand and no/100 Dollars (\$2,000.00) by said Company to the said party of the first part, the receipt whereof is hereby acknowledged, and to better secure the repayment of said principal sum together with the interest to become due thereon according to the terms and conditions of a certain principal promissory note for said principal sum of even date herewith, executed and delivered by the said party of the first part and made payable to the order of said Company in gold coin of the United States of America or equal to the present standard of weight and fineness, or its equivalent in New York exchange, at its office in the City of Hartford, Connecticut, on the First day of March, 1947, bearing

Release
Assignment of Annexed Mortgage See

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interest from March 1, 1937 until maturity at the rate of five per centum per annum,, payable annually at said office on the First day of March in each year,said principal note and interest coupons bearing interest after maturity and until paid at the rate of seven per centum per annum, AND ALSO to insure the faithful performance of the covenants and agreements hereinafter mentioned, does by THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY, MORTGAGE AND WARRANT unto the said COMPANY. its Successors and Assigns, forever, all and singular the real estate lying and being in the County of Madison and State of Iowa, known and described as follows, to-wit:

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twelve (12), Township Seventy-four (74), North, Range Twenty-eight (28), West of the 5th P.M.

Containing in all 76.26 acres, more or less, according to the Government survey thereof.

TOGETHER WITH all and singular the tenements, hereditaments, buildings, improvements, privileges and appurtenances thereunto belonging, and the rents, issues and profits thereof, and also all the right, title, interest and estate of the said party of the first part in and to said premises, including all rights of dower, curtesy, the surviving spouse's distributive share, homestead and all contingent rights whatsoever, and the right to retain possession of said premises after default and during the period of redemption, all of which are hereby expressly waived, relinquished and released.

TO HAVE AND TO HOLD the same unto the said COMPANY, its Successors and Assigns forever, for the uses and purposes herein expressed, free from all benefit of exemption laws.

MOREOVER, the said party of the first part HEREBY COVENANTS AND AGREES with the said COMPANY, its Successors and Assigns, as follows, to-wit:

1--That some one or more of said first party is lawfully seized of said premises in Fee-Simple and has good right and lawful authority to sell, mortgage and convey the same; that the same are free from all encumbrances whatsoever; that said COMPANY shall quietly enjoy and possess said premises, and that said first party warrants and will forever defend the title thereto against the claims of all persons whomsoever;

2-- To pay the principal note and interest coupons according to the tenor and effect thereof;

3-- To pay before the same become delinquent all taxes and assessments of every kind that may be levied or assessed by authority of the State of Iowa, or any political division thereof, or any municipality therein, which may be or become a lien upon said real estate or any part thereof, or upon this Mortgage or the Notes secured hereby, or against the said COMPANY, or the legal holder or holders of said notes by reason of its, his, her or their ownership thereof;

4-- To keep the buildings, fences and other improvements in as good repair as the same now are, and to commit or permit no waste on said premises;

5-- To keep said premises free from all liens or claims for liens thereon;

6-- To keep all buildings which now are, or may hereafter be on said premises insured against loss or damage by fire or tornado in the fair insurable value of such buildings, and in such insurance companies as are approved by said COMPANY, and to cause such insurance to be made payable in case of loss to said COMPANY, its Successors and Assigns, and to deliver all such policies of insurance to the said COMPANY;

7-- To pay the reasonable attorney fees of said COMPANY, or the legal holder or holders of said note, in case the note or any interest coupon hereby secured be placed in the hands of an attorney for collection and be collected with or without suit, or in case of any suit or proceeding wherein said COMPANY, or the holder or holders of said note shall be made a party thereto on account hereof;

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8-- That in case said first party fails to pay all taxes, assessments or attorney fees, or to keep said premises in good repair and insured as above provided, or allows said premises to be or become subject to any lien or encumbrance superior to the lien of this Mortgage, the said COMPANY, or the ^{holder or} legal holders of said principal note may, at its, his, her, or their option, and without waiver of any right arising from the breach of any of these covenants, pay such taxes, assessments, or redeem said premises from tax sale, or attorney fees, or make such repairs, or effect such insurance, or may pay, remove or discharge any such lien or encumbrance (of which payments, the amounts and validity thereof, the receipts of the proper officers shall be conclusive evidence) and all monies paid for any such purpose or to protect said COMPANY'S interest in said premises, shall be immediately due and payable with interest thereon at the ~~rate~~ of seven Per Centum (7%) per annum, and become so much additional indebtedness secured by this Mortgage;

9-- That if default be made in the payment of said note, or any part thereof, or of any instalment due in accordance with the terms thereof, either of principal or of interest, or in the performance of any of the covenants or agreements herein contained, then, and in either or any such case, the whole of said principal sum, including all monies advanced for any purpose authorized in this Mortgage, together with all accrued interest thereon, shall, at the election of the said COMPANY, or of the legal holder or holders of said note, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note, or herein to the contrary notwithstanding, and thereupon the said COMPANY, or the legal holder or holders of said note shall have the right to immediately foreclose this Mortgage and shall have all other rights and remedies that the law provides;

10-- That in case suit is brought to foreclose this Mortgage, a reasonable sum shall be allowed to the complainant in such proceeding for Attorney's fees and the cost of a complete Abstract of Title to said premises and that in such foreclosure suit the Court shall, upon complainant's application, without notice to the defendants in said cause, appoint a Receiver for the land and premises above described and mortgaged, with power to enter upon, ^{and} cultivate/operate the same, and collect the rents, issues and profits thereof during the pendency of suit and up to the time when the purchaser at foreclosure sale shall be entitled to the possession thereof, and with the usual powers of Receivers in such cases.

PROVIDED ALWAYS that whenever said party of the first part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and shall have well and truly performed all and singular the covenants and agreements herein above expressed, then all such covenants and agreements shall cease and determine (but not otherwise) and the said party of the first part shall be entitled to a satisfaction of this mortgage and a reconveyance of said premises but shall pay the expense of recording the same. This is a purchase money mortgage. IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of
.....
.....
Erwin M. Howell (SEAL)
Marie Howell (SEAL)
..... (SEAL)
..... (SEAL)

STATE OF IOWA)
COUNTY OF MADISON) ss: On this 18th day of January 1937 A.D. before me, the undersigned, a Notary Public within and for said County, personally came Erwin M. Howell and Marie Howell, husband and wife personally known to me to be the identical persons who are named in and who executed the foregoing Mortgage Deed as Grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purposes therein expressed. WITNESS my hand and Notarial Seal the day and year last above written.

Commission expires July 4, 1938
NOTARIAL SEAL
Wayne C. Johnston Notary Public
County, Union Co registered in Madison County