

Mortgage Record 94 Page 156

CHILLEY A. WEBSTER.

**#3207**

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Filed for record the 3  
July A.D. 1937 at 9:15  
A.M.  
Valda C. Bishop, Recorder  
Pearl E. Shetterly, Deputy

FOR THE CONSIDERATION OF Six Hundred Fifty & no/100 Dollars Cora Gay Dunmire and James W. Dunmire, wife and husband of Jasper County, State of Iowa, first party, hereby convey to FIRST NATIONAL LOAN & TITLE COMPANY, (an Iowa corporation) of Newton, Iowa, second party, the following described real estate situated in Madison County, Iowa, to wit:

Containing 60 acres more or less according to Government Survey.

Conditioned, however, if the said Cora Gay Dunmire and James W. Dunmire shall pay to First National Loan & Title Company, its successors or assigns, the sum of Six Hundred Fifty & no/100 Dollars on the 1st. day of July A.D.1942. with interest thereon from July 1st. 1937 at the rate of five per cent, per annum, payable semi-annually according to the tenor of one principal promissory note with 10 interest coupons attached, of even date herewith, with seven per cent interest thereon after maturity, principal and interest payable at the office of First National Loan & Title Company ,Newton,Iowa, or such other place as the holder hereof shall in writing designate, and shall perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

SAID FIRST PARTY shall not suffer waste, shall pay all prior encumbrances (if any) and the interest thereon promptly when due and shall pay all taxes and assessments upon said property before delinquent; also all personal taxes; shall keep buildings thereon insured to the satisfaction of said second party for at least .... Dollars, assigning

MATT PARROTT &amp; SONS CO., WATERLOO, IOWA C34774

and delivering all policies and renewal receipts to the holder hereof if demanded except ~~only in the~~ only in the event that the same have been delivered and assigned to the holder of a prior encumbrance; and shall pay, in case of suit, all reasonable costs and attorney's fees and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigations with third parties to protect the lien of this mortgage.

A FAILURE to comply with any of the agreements hereof shall cause the whole debt at once to become due and collectible, at the option of the second party, or assigns, without notice, and said second party, or assigns, may take immediate possession of said land, crops, rents, issues and profits and account for the net proceeds only, and regardless of whether any part of said premises constitute the homestead of the first party, or their grantees, or the security is inadequate, or those liable upon said debt are solvent or insolvent, or waste is being committed, or of the loss, destruction or the misapplication of the rents and issues therefrom, the said second party, or assigns, either before or after the commencement of an action to foreclose this mortgage, or at any time thereafter shall be entitled to have a receiver appointed to take immediate possession of said land, crops, rents, issues and profits, and to have the net proceeds thereof applied on said indebtedness, or on the taxes, insurance or on any prior encumbrances, as and if second party, or its assign so elects, until the same shall have been fully paid and such right shall in no event be barred, forfeited, waived, or retarded by reason of any judgment, decree, or sale upon execution in said foreclosure, Said taking possession shall in no way retard collection or / <sup>foreclosure.</sup>

ALL MONEY paid by said second party, or assigns, for insurance, expenses incurred, taxes assessments, litigation in the protection of the lien of this mortgage or on any prior encumbrance on said land (which may not have been paid by first party as herein provided) may be paid by the owner hereof at said owner's option and shall bear interest at the rate of eight per cent per annum, payable semi-annually, and be a lien on said land, rents, issues, profits and crops under this mortgage. But whether the owner of this mortgage shall elect to pay for said insurance, taxes, assessments, prior encumbrances, interest, or liens, or not the owner hereof may cause this mortgage to be foreclosed, with the right of immediate possession of the land and to the use, rents, issues, profits and crops and to the appointment of a receiver as aforesaid. Dated this 1st. day of July 1937.

Cora Gay Dunmire.  
James W. Dunmire.

STATE OF IOWA, JASPER COUNTY, SS.

On this 1st. day of July A.D. 1937, before the undersigned, a Notary Public in and for said County, personally appeared Cora Gay Dunmire and James W. Dunmire, wife and husband, to me personally known to be the identical persons named in and who executed the foregoing mortgage and whose names are affixed thereto as grantors and acknowledge that they executed the same as their voluntary act and deed.

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

M.R. Hammer Jr.  
Notary Public in and for said County.

NOTARIAL