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Evalyn C. Smith, et al

#4177

To

Fee \$1.50

Bankers Life Company

M O R T G A G E

For the Consideration of Ninety-two Hundred Fifty & no/100 Dollars, We, Evalyn C. Smith and Ed. M. Smith, wife and husband, and J. I. Crossley and Lela G. Crossley, husband and wife, of Madison County, Iowa, hereinafter called "first parties," hereby sell and convey to the Bankers Life Company, of the County of Polk and State of Iowa, hereinafter called "second party", the following described real estate situated in Madison County, Iowa described as follows, to-wit:

The Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section Thirty-four (34) and the Northeast Quarter of the Northwest Quarter (except the C.R.I & P. Railroad right of way as now located) and the South Half of the Northwest Quarter and the North Half of the South west Quarter and the West Half of the Southwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter and the East Half of the Southeast

Filed for record the 15 day of September A.D. 1937 at 2:45 o'clock P.M.

Valda C. Bishop, Recorder
Pearl E. Shetterly, Deputy

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MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

Quarter of Section Thirty-five (35), all in Township Seventy-six (76) North, of Range Twenty-six (26) West of the 5th P.M., save and except the following described portion of the said East Half of the Southeast Quarter of said Section Thirty-five (35), to-wit: Commencing at the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section Thirty-five (35) and running thence North 83 $\frac{1}{3}$ degrees East, 14 rods to the center of Middle River, thence North 40 degrees East, 14 rods, thence South 85 degrees West, 18 rods and 3 links, thence North 24 $\frac{1}{2}$ degrees West, 16 rods, thence North 83 degrees West, 11 rods to the East line of the Mill lot, thence to the place of beginning; also a $\frac{1}{4}$ acre lot in the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section Thirty-five (35) described as the North 24 rods of the East 20 rods of said Southwest Quarter of the Southeast Quarter of said Section Thirty-five (35), the East line of the Mill lot referred to being the West side of the Southeast Quarter of the Southeast Quarter of said Section Thirty-five (35), containing in all 380 acres more or less.

Subject, however, to easements granted the State of Iowa and/or Madison County, Iowa, for highway over and across the Northeast Quarter of the North west Quarter of said Section Thirty-five (35) above described.

and also all the rents, issues, uses, profits, and income therefrom, and all the crops at any time raised thereon from the date of this agreement until the terms of this instrument are complied with and fulfilled.

To have and to hold the same, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto said second party and its successors and assigns, forever and the said first parties do covenant with said second part, and its successors and assigns, that they are lawfully seized of said premises; that they have good right and lawful authority to sell and convey the same; that they are free from all liens and encumbrances; and that the said second party, and its successors and assigns, shall quietly enjoy and possess the same; and the said first parties hereby warrant and will defend the title to the same against all persons whomsoever.

It is agreed that if said first parties fail to keep and perform any of the agreements of this instrument or cause or suffer default therein or thereof in any respect, the said second party, either before commencement of suit or at any time thereafter, shall be entitled to the possession of said property real and personal and to the appointment of a receiver, who shall have power to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of said second party, and such receiver shall be appointed upon the application of said second party at any time after default of said first parties in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure or when suit is begun or at any time thereafter, and such right shall in no event be barred, forfeited, or retarded by reason of delay or of a judgment, decree, or sale ordered in any suit, and, further, such right to have such receiver appointed upon application of said second party shall exist regardless of the solvency or insolvency of said first parties, or any of them, or of their successors or assigns, and irrespective of the value of said premises, or of the amount of waste, loss or destruction of the premises or of the rents and profits thereof. Such taking of possession by the receiver shall in no way retard collection ^{or} the institution of suit.

The receiver shall be held to account only for the net profits derived from said ^{property.}

TO BE VOID UPON THE CONDITION that said first parties keep and perform all the conditions hereof and pay said second party or its assigns Ninety-two Hundred Fifty & no/100 Dollars in accordance with the terms of the note secured hereby, with interest thereon from September 14, 1937 at the rate of 4 $\frac{1}{2}$ per cent per annum, payable semi-annually, on the first days of February and August in each year, according to the tenor of one principal mortgage note, of even date herewith made to the order of said Bankers Life Company, with interest thereon at the rate of seven per cent per annum after due, payable at the office of the Bankers Life Company, at Des Moines, Iowa.

Said first parties shall pay all the taxes and assessments upon said property in any manner laid or assessed, including personal taxes, and all taxes or assessments that may be levied on this mortgage or on the debt hereby secured or that may be payable by or charge-

able to the holder hereof or the owner of the debt hereby secured on account of such ownership, before delinquent and said first parties shall not suffer waste, shall keep all buildings on said premises insured to the satisfaction of said second party in a sum not less than Three Thousand and & no/100 Dollars, and shall deliver all policies and renewal receipts to said second party and if the taxes are not so paid, or the insurance so kept in force by said first parties, said second party shall have the right to pay such taxes and keep the property insured and recover the amount so expended, and said first parties shall pay in case of suit, reasonable attorney's fee/insured by said second party or its 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 shall cause the whole debt to at once become due and collectible, if said second party or its assigns so elects, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary before commencement of suit for the collection of the debt hereby secured, or any part thereof, or the foreclosure of this mortgage. Said second party or its assigns may take possession of said property and account only for the net profits.

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

If said first parties keep and perform all the agreements of this mortgage, then these presents shall be void, otherwise in full force and effect. If this mortgage is released of record, the release therefor shall be filed and recorded at the expense of said first parties. Dated this fourteenth day of September 1937.

Evalyn C. Smith
Ed M. Smith

J.I. Crossley
Lela G. Crossley

STATE OF IOWA, County of Madison...

On this 15 day of September A.D. 1937, before the undersigned, a Notary Public in and for said County of Madison, and State of Iowa, personally appeared Evalyn C. Smith and Ed M. Smith, wife and husband, 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.

(Notarial Seal)

Leo C. Percival
Notary Public, Madison County, Iowa.

STATE OF IOWA, County of Madison...

On this 15 day of September A.D. 1937, before the undersigned, a Notary Public in and for said County of Madison, and State of Iowa, personally appeared J.I. Crossley and Lela G. Crossley, 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.

NOTARIAL
SEAL

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

Leo C. Percival
Notary Public, Madison County, Iowa.