

C.W.Childs

#4925

Filed for record the 10 day of
November A.D.1937 at 10:00 o'clock
A.M.

To

Fee \$ 1.00 ✓

Ethel Foster

Valda C. Bishop, Recorder

IOWA FARM MORTGAGE

For the consideration of Sixteen-hundred & no/100 Dollars Carl W. Childs and Alma R. Childs husband and wife of Adair County, Iowa, first party hereby convey to Ethel Foster of Adair County Iowa second party, the following real estate situated in Madison County, Iowa, together with the rents, issues, profits and crops grown thereon until this mortgage is fully paid, said real estate being described as:

The South Half ($\frac{1}{2}$) of the South-west Quarter ($\frac{1}{4}$) of Section Twenty-two (22) and the North Half ($\frac{1}{2}$) of the North-west Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), all in Township Seventy-five (75) North, of Range Twenty-nine (29) West of the 5th P.M. Iowa.

The said first party hereby warrants the title against all persons whomsoever.

To be void upon conditions that said Carl W. Childs and Alma R. Childs pay said second party or assigns Sixteen hundred and no/100 Dollars on the 1st day of July 1940, with interest thereon from July 1, 1937 at the rate of 5 per cent per annum payable annually on the 1st day of July in each year, according to the tenor of one note of even date herewith, with interest thereon at the rate of seven per cent per annum after maturity, payable annually at the Adair County Bank, Greenfield, Iowa.

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party hereby pledges all the rents, issues, profits and income of the mortgaged premises to the payment of the debt secured hereby. Said first party shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, and should any reduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof required of the mortgagee, or assigns, then said mortgagor shall pay the taxes on this mortgage and the debt hereby secured before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than Dollars, delivering all policies and renewal receipts to said second part, and in case the taxes are not so paid, or the insurance so kept in force by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended and this mortgage shall stand as security therefor, and said first party shall pay, in case of suit, a reasonable 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 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) causes the whole debt to at once become due and collectable, if said second party or assigns so elects, and no demand for fulfillment or broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to

Release
For Assignment of Assigned Mortgage See

Mortgage Record 94 Page 468

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and said second party or assigns may take possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of said second party, at any time after default of the first party as to any of the provisions hereof, either independently or in connection with foreclosure, and if in connection with such foreclosure, may be appointed at the commencement of the suit, or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said ^{property}.

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

Dated this 1 day of July 1937.

State of Iowa,
Adair County, ss.

Carl W. Childs
Alma R. Childs

On this 1 day of July 1937, before me a Notary Public in and for said county and state, personally appeared Carl W. Childs and Alma R. Childs husband and wife, to me personally known to be the identical persons whose name they 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 notarial seal, by me affixed the day and year last above written.

L.E. Foster
Notary Public in and for Adair County, Iowa;