

My Commission Expires Feb. 1, 1942.

Russell A. &amp; V. Esther Nuzum.

#5241

Filed for record the 4 day of  
December A.D. 1937 at 1:05 o'clock  
P.M.

To

Fee \$1.00 ✓

Arminta B. Nuzum

Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That Russell A. Nuzum .... of Madison County, and State of Iowa, in consideration of the sum of Eight Hundred (\$800.00) Dollars, in hand paid by Arminta B. Nuzum of Folk County, and State of Iowa do hereby SELL AND CONVEY unto the said Arminta B. Nuzum the following described premises situated in the County of Madison and State of Iowa to-wit:

The South East Quarter (S.E.) of the North West Quarter (NW $\frac{1}{4}$ )  
of Section Twenty Nine (29) Township Seventy Five (75) Range  
Twenty Six (26) West of 5th P.M.

And I hereby covenant with the said Arminta B. Nuzum that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said V. Esther Nuzum hereby relinquish.. her right of dower in and to the above described premises .

PROVIDED, always and these presents are upon this express condition, that if the said Russell A. Nuzum heirs, executors or administrators shall pay or cause to be paid to the said Arminta B. Nuzum executors and administrators or assigns, the sum of Eight Hundred (\$800.) Dollars, on the 1st day of December 1952 , with interest thereon according to the tenor and effect of the one promissory note of the said Russell A. Nuzum and V. Esther Nuzum payable to Arminta B. Nuzum bearing 4% date From Dec 1st 1937 then these presents

For Release of Annexed Mortgage See  
Mortgage Record 99 Page 131

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

to be void, otherwise to remain in full force.

It is hereby agreed that said Russell A. Nuzum shall pay all taxes and assessments, levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Russell A. Nuzum shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$600.00, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said Russell A. Nuzum fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from Russell A. Nuzum with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or other<sup>wise</sup>.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

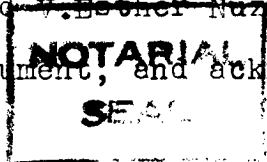
That if the said Russell A. Nuzum allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if He fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in 90 days thereafter; and the mortgage<sup>e</sup> their heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Russell A. Nuzum in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 2nd day of December, 1937.

Russell A. Nuzum  
V. Esther Nuzum

STATE OF IOWA, MADISON COUNTY, ss.

On this 2nd day of December A.D., 1937, before me a notary public personally appeared Russell A. Nuzum and ~~V. Esther Nuzum~~ to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



H.A. Mueller  
Notary Public in and for said County .