

In Presence of

Henry A.Foster &amp; Wife, et al

#1983

Filed for record the 12 day of  
April A.D.1938, at 11:02 o'clock  
A.M.

To

Fee \$ 1.40

Valda C. Bishop Farver, Recorder

Maggie and Jennie McQuie

M O R T G A G E

THIS MORTGAGE, made the 29th day of March, 1938, by and between Henry A.Foster and Jameseen R.Foster (husband and wife), and Robert G.Foster and Helen B.Foster (husband and wife) of Madison County, and State of Iowa, hereinafter called the mortgagors, and Maggie McQuie and Jennie McQuie, hereinafter called the mortgagees.

WITNESSETH: That the mortgagors, in consideration of the sum of Three Thousand (\$3000.00) Dollars, paid by the mortgagees, do hereby convey to the mortgagees, their heirs and assigns forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The West Half ( $W\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) and the North Half ( $N\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) all in Section Seven (7). And all that part of the fractional Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Seven (7) all in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., excepting the two tracts of land described as follows: Commencing at the Northwest corner of the said Fractional Northwest Quarter ( $NW\frac{1}{4}$ ) thence East 610 feet, thence south 660 feet, thence west 610 feet, thence North to the place of beginning; also excepting the tract of land described as follows: Commencing 610 feet east of the Northwest corner of the said Fractional Northwest Quarter, thence East on the Sectional line to the Northeast corner of the said Northwest Quarter, thence South 810 feet, thence west to a point 610 feet East of the west line of said Northwest Quarter, thence North to the place of beginning, the last described tract being platted as Taylor's Addition to the Town of Earlham, Iowa, also excepting about one (1) acre in the Railroad right-of-way. And Out lot Seventeen (17) Official plat of the Original Town of Earlham, Iowa,

containing 203 acres, more or less, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever, except as hereinafter stated:

This mortgage is expressly made junior and subject to a first mortgage in the principal sum of \$15,000.00 held by the Northwestern Mutual Life Insurance Company, said mortgage bearing date of February 28, 1935.

All rights of homestead and contingent interest known as Dower, or however else, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagees, or their heirs, executors or assigns, the sum of Three Thousand (\$3,000.00) Dollars, on the 1st day of April A.D.1943, with interest according to the tenor and effect of the one certain promissory note of the said Henry A.Foster and Jameseen R. Foster, Robert G. Foster and Helen B. Foster, dated March 29, 1938, and all such other sums of money as may at any time be owing to the said mortgagees, according to the terms of such indebtedness, or of the conditions of the mortgage.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagees, for the use and benefit of the mortgagees, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagees.

Third. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with all conditions

Release  
For Assignment of Annexed Mortgage See

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

or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagees may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the dates of such payments, and shall be secured hereby; and should mortgagees become involved in litigation, in maintaining the security created by this mortgage or its priority, or validity, or any rights or interests thereunder, then this mortgage shall secure the repayment and recovery of all money, costs, expenses or advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the date of any such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of any and all interest when due, shall at the mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatsoever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagees herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagees, or their assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagees' reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Henry A. Foster

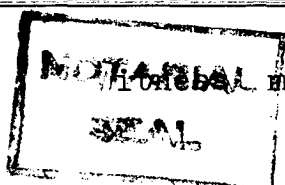
Robert G. Foster

Jameseen R. Foster

Helen B. Foster.

STATE OF IOWA, Madison County, ss:

On the 29th day of March A.D. 1938, before me, the undersigned, a Notary Public in and for Madison County, Iowa, came Henry A. Foster and Jameseen R. Foster, (husband and wife), and Robert G. Foster and Helen B. Foster (husband and wife), to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.



Witnessed my hand and notarial seal the day and year last above written.

W.G.Jackson  
Notary Public in and for Madison County, Iowa.

Mardie I. Crossley and husband

#2014

Filed for record the 13 day of