

## Mortgage Record, No. 90, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7640

Henry A. Foster and Jameseen Foster  
 R.G. Foster and Helen Foster  
 To  
 Earlham Savings Bank

#5148

Fee \$.80

Filed for record the 3 day of  
 November A.D. 1938 at 11:40  
 o'clock A.M.  
 Valda C. Bishop Farver, Recorder

FIRST MORTGAGE

FOR THE CONSIDERATION OF Thirty Five Hundred DOLLARS the receipt of which is hereby acknowledged, we Henry A. Foster and Jameseen Foster, his wife, R.G. Foster and Helen Foster, his wife, of Madison County, State of Iowa and hereinafter referred to as Mortgagors, hereby sell, convey and warrant the title to the following described real property, including home-  
 stead and dower rights, unto Earlham Savings Bank, Earlham, Iowa Mortgagee of Madison County,  
 State of Iowa. To-wit:

Commencing at a point 1,049 feet South of the Northwest Corner of the Southwest Fractional Quarter ( $\frac{1}{4}$ ) of Section Eighteen (18), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and running thence North 1,049 feet to said Northwest corner, thence East 2,163 feet thence in a Southeasterly direction in a straight line 1,103.7 feet to a point 2,428.8 feet East of the point of beginning, thence West 2,428.8 feet to the point of beginning, containing 56.41 acres, more or less; and the South 87 $\frac{1}{2}$  acres of the Southwest Fractional Quarter ( $\frac{1}{4}$ ) of Section Eighteen (18), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

in the County of Madison and State of Iowa and also all of the rents, issues, use and profits of said land and the crops raised thereon from now until the debt secured thereby shall be paid in full.

To be void upon condition that the mortgagors shall pay or cause to be paid to the mortgagee, or assigns, the consideration of Thirty Five Hundred Dollars, with interest thereon according to the one note of the mortgagors bearing even date herewith, and due October 15, 1941.

The mortgagors covenant to pay all taxes and assessments that shall become liens against said property before the same become delinquent; to keep the buildings insured against fire, cyclone and storm, in a reliable company selected by the mortgagee, at their insurable value, payable to the mortgagee as its interest may appear, the policies to be delivered to and remain with mortgagee; not to commit or permit waste of any kind upon said property; that the above described property is not incumbered and is free from liens; and to permit the

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abstract of title of said property to remain with the mortgagee.

If the mortgagors fail to pay the assessments and taxes, or fail to insure the buildings as agreed, the mortgagee may, at its option, pay such taxes and assessments, and insure the buildings and pay therefor; which sums the mortgagors agree to pay to the mortgagee with interest at the rate of seven per cent per annum, from date of payment, and this mortgage shall be security for the payment thereof.

If the mortgagors shall fail to pay principal or interest; or taxes and assessments; or to keep the buildings insured; or to keep and perform any other provision of this mortgage on their part to be kept and performed as agreed, the indebtedness hereby secured, at the option of the mortgagee, without demand or notice, shall become due and payable, and the mortgage foreclosed.

It is stipulated that the rents and profits of said property are pledged as security for said indebtedness and in addition to other remedies given by law, that upon filing petition to foreclose this mortgage the court or any judge thereof, on application of the mortgagee, shall appoint a receiver of said property and the rents and profits thereof during foreclosure and the period of redemption and apply such rents and profits to the payment of the costs, expenses and indebtedness.

The mortgagors agree to pay a statutory attorney fee in case of foreclosure hereof to be taxed as costs.

This mortgage binds the mortgagors, their executors and legal representatives and the mortgagee and its assigns.

It is expressly stipulated that this mortgage and the notes thereby secured are made under and are to be construed under the laws of the State of Iowa.

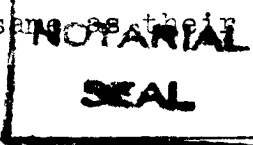
Dated this 19th day of October, 1938.

Henry A. Foster  
Jameseen R. Foster

R.G. Foster  
Helen Foster

STATE OF IOWA, County of Madison )ss.

On this 19th day of October, A.D. 1938, before me Anna Corman the undersigned notary public within and for said county of Madison, personally appeared Henry A. Foster and Jameseen Foster, his wife, and R.G. Foster and Helen Foster, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Anna Corman  
Notary Public in and for said County .  
My commission expires on the 4th day of July, 1939.

Filed for record the 4 day of

Mortgage Sec

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