

Mortgage Record, No. 90, Madison County, Iowa

Herman J. Miller

#5217

Filed for record the 7 day of
November A.D. 1938 at 2:50 o'clock P.M.To
The Union Central Life Ins. Co.

Fee \$2.10 ✓

Valda C. Bishop Farver, Recorder

IOWA MORTGAGE

IN CONSIDERATION OF Ten Thousand Three Hundred Fifty and no/100 (\$10,350.00) DOLLARS, Herman J. Miller, single of Union County, State of Iowa, party of the first party, hereby convey to THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation organized under the laws of Ohio, with its principal office in Cincinnati, Hamilton County, Ohio, party of the second part, its successors and assigns forever, the following real estate situate in Madison County, Iowa, described as follows, to wit:

The Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 26, Township 74 North, Range 28 West of the 5th P.M., containing 200 acres, more or less, according to Government Survey, except an easement of 1.18 acres granted to State of Iowa for roadway purpose, dated April 25, 1930, recorded July 25, 1930, Deed rec. 66, page 440, Madison County, Iowa. The tract containing after exception 198.82 acres, more or less.

And to further secure the money advanced under this mortgage and the note secured hereby, the party of the first part does hereby sell and convey to the party of the second part, or to the holder of this mortgage and the debt secured hereby, all of the rents, royalties, issues, use and profits, and the crops raised on the foregoing described real estate from now until the debt secured by this mortgage shall be paid in full.

To Have and To Hold the premises above described with all the appurtenances thereunto belonging, and all estate, title, dower, right of homestead and claims whatsoever of said party of the first part unto the said party of the second part, its successors and assigns forever.

That said party of the first part will forever warrant and defend the title hereto against the lawful claims of all persons whomsoever.

To be void upon condition that said party of the first part pay said party of the second part, its successors or assigns, all money advanced under this mortgage and the certain promissory note of the said Herman J. Miller party of the first part, of which the following is a copy:

Winterset, Iowa, October 3, 1938

\$10,350.00

For value received, I promise to pay to the order of THE UNION CENTRAL LIFE INSURANCE COMPANY OF CINCINNATI, OHIO, the sum of Ten Thousand Three Hundred Fifty and no/100 DOLLARS at the Home Office of said Company in Cincinnati, Ohio, in installments as follows:

\$350.00 on the 1st day of March, 1939, \$214.00 on March 1, 1940 and \$214.00 on the first day of March in each of the succeeding years, to and including March 1, 1944; \$321.00 on March 1, 1945 and \$321.00 on each succeeding March 1st, to and including March 1, 1949; \$428.00 on March 1, 1950 and \$428.00 on each succeeding March 1st, to and including March 1, 1954; \$535.00 on March 1, 1955 and \$535.00 on each succeeding March 1st, to and including March 1, 1958; and \$3,043.00 on March 1, 1959, together with interest thereon at the rate of 4% per annum from March 1, 1938 to March 1, 1939, and

with interest thereon from March 1, 1939 at the rate of 5 per centum per annum, payable with each installment of principal.

This note evidences a balance of purchase money and is secured by a mortgage or deed of trust of even date. In the event of default in the payment of any installment of the principal, or interest thereon, or default in the payment of taxes or water, ditch or other assessments upon the premises described in said mortgage or deed of trust, or default in the payment of fire, lightning or windstorm insurance premiums, or a breach of any of the other covenants contained in said mortgage or deed of trust, the holder of this note may, at its option, without notice, declare the unpaid principal and the interest accrued thereon, immediately due and payable and may proceed by foreclosure or by sale under the power contained in

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said mortgage or deed of trust to enforce the collection thereof.

In case this note is placed in the hands of an attorney for collection, I agree to pay all costs of collection and a reasonable attorney's fee, if permitted by law.

Installments of principal and interest not paid when due shall bear 7 per cent interest per annum after maturity, until paid.

The right is reserved to pay any amount at any time prior to maturity and stop interest thereon provided all prior installments have been paid, but such prepayments shall not relieve from continuing consecutive payments in amounts as herein provided.

This note is to be construed by the laws of Iowa.

Any check, draft or money order submitted in settlement of this note, or any part thereof, may be handled for collection in accordance with the practice of the collecting bank or banks, and shall not be deemed payment until the money is actually received by the Company.

Address
No.
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Herman J. Miller
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This conveyance shall secure any and all renewals or extensions of the whole or any part of said indebtedness however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of, or priority of this mortgage or release the party of the first part from personal liability for the debt hereby secured.

The right is hereby given by the party of the first part and reserved by the party of the second part, its successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.

The party of the first part, for himself and for his heirs, executors and administrators, does hereby COVENANT AND AGREE with the said party of the second part, its successors and assigns, as follows:

FIRST.- To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due, also all taxes assessed in Iowa against the party of the second part, or its assigns on this mortgage, or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes, together with the interest on the debt secured hereby, does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the party of the second part; to deliver to the party of the second part, receipts showing payment thereof, and if not paid, the party of the second part may pay such taxes, liens and assessments, and this mortgage shall stand as security for the amount so paid with interest.

SECOND.- To keep said real estate and all buildings, fences and other improvements thereon in as good condition and repair as of this date, and to commit or permit no waste, and especially no cutting of timber, except for making and repairing the fences on the place, and such as shall be necessary for fire-wood for use of the mortgagor's family, and to keep within said improvements all heating, lighting, refrigerating and all other fixtures and appliances now in or that may hereafter be placed in said improvements.

THIRD.- To keep the buildings now on or hereafter erected on said real estate insured, at the option and to the satisfaction of the party of the second part, and to deliver the policies and renewals thereof to said party of the second part. In case of failure to keep said buildings so insured the holder of this mortgage may effect such insurance, and this mortgage shall stand as security for the amount so paid. The party of the first part hereby assigns and transfers to the party of the second part all right and interest in all policies

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of insurance carried or to be carried upon said real estate.

FOURTH.- To pay reasonable attorney's fees and all expenses (including continuation of abstract) of the party of the second part in case of any litigation involving this real estate, or in case of foreclosure of this mortgage, or in presenting claim under any administration or other proceeding where proof of claim is required by law to be filed, or in case any note secured hereby is placed in the hands of an attorney for collection and be collected without suit.

FIFTH.- In case taxes, assessments, liens, charges, attorney's fees, costs, expenses and insurance premiums are paid as herein provided by the party of the second part the amount so paid may be collected from the party of the first part, on demand, together with interest at seven per cent. per annum from the date of payment.

SIXTH.- That if the party of the second part herein is now or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the premises herein described, or any part thereof, that failure to comply with any of the requirements or conditions of either of said mortgages which failure would mature the indebtedness secured by it, shall mature, at the option of the party of the second part herein, the indebtedness under all such mortgages.

SEVENTH.- That as additional and collateral security for the payment of the note or notes and the indebtedness hereinbefore described, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all of the rents, profits, revenues and benefits accruing under all tenancies and leases now on said premises, or which may hereinafter be placed thereon and the tenant, lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said rents, profits, revenues, rights, royalties and benefits to said party of the second part, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note or notes hereby secured; or prior to such default, upon notice to the lessee in such lease, and to terminate and become null and void upon release of this mortgage.

EIGHTH.- Should developments for oil, gas or minerals on said lands at any time be such as, in the opinion of the party of the second part, or the holder of said note or notes secured hereby, to render said land less desirable as security for the indebtedness hereby secured, then the holder of said note or notes shall have the right to declare said note or notes and all indebtedness secured hereby due and payable without notice, and tho' holder of such note or notes shall have the same rights hereunder for the collection of same and of said indebtedness as though said note or notes had become due by the efflux of time and default in the payment thereof.

NINTH.- That the said party of the first part shall not be liable for the payment of any charges or interest provided for in this mortgage that may be found could not lawfully be made under the laws of the STATE OF IOWA, it being fully agreed and understood that it is the intention of the party of the second part that this mortgage shall in all respects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, the party of the first part shall be entitled to the return of all sums so paid, and this mortgage shall not be affected/ thereby.

As a further consideration for this mortgage and the notes and debt secured hereby, all signatories to same bind themselves personally for the payment and satisfaction thereof.

A failure to comply with any one of the agreements hereof shall cause the whole debt to become due and collectible, if said party of the second part or assigns so elect, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage, and said party of the second part or assigns may take immediate possession of said land and of the crops matured or growing thereon and account for the net profits only and such possession shall in no way retard collection or/ foreclosure.

In event of default in any of the conditions of this mortgage or foreclosure of this mortgage for any reason, the Court, or any Judge thereof, upon application therefor, shall

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appoint a receiver for said real estate and said crops or rents.

Dated this third day of October 1938.

Herman J. Miller
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STATE OF IOWA, County of Madison, ss.

On this 7th day of November A.D. 1938, before me, Arthur L. Janss, a notary public in and for Madison County, State of Iowa, personally appeared Herman J. Miller, a single man, to me personally known to be the identical person named in and who executed the foregoing mortgage, and acknowledged that he executed the same as his voluntary act and deed. written.

NOTARIAL
SEAL

WITNESS my hand and Notarial Seal, by me affixed the day and year last above /
Arthur L. Janss
Notary Public in and for Madison County,
State of Iowa.