

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

Albert E Bradley &  
Frances Mary Bradley  
To

#1828

Filed for record the 17 day of March  
A.D. 1939 at 11:18 o'clock A.M.  
Pearl E. Shetterly, Recorder

Fee \$1.10 ✓

Lucy E. Williamson

## IOWA FARM MORTGAGE

For the consideration of Eleven Hundred and no/100 DOLLARS Albert E. Bradley, a single man,  
and Frances Mary Bradley, a single woman of Polk County, Iowa first party hereby convey to  
of Adair County, Iowa  
Lucy E. Williamson, 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 North West Fractional Quarter of the North West Quarter of  
Section One, Township 75 North Range 27 West of the 5th, P.M. Iowa

Release  
For Assignment of Annexed Mortgage See

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

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

To be void upon conditions that said Albert E. Bradley and Frances Mary Bradley pay said second party or assigns Eleven Hundred and no/100 DOLLARS as follows: \$50. Sept. 1, 1939; \$50. March 1, 1940; \$50 Sept. 1, 1940; \$50. March 1, 1941; \$50. Sept 1, 1941; \$50. March 1, 1942; \$50. Sept 1, 1942; \$50. Mar. 1, 1943; \$50 Sep. 1, 1943; \$650 March 1, 1944. All or any amount may be paid on any day. with interest from March 1, 1939 at 5% payable semi annually. coupons attached, of even date herewith with interest thereon at the rate of eight per cent per annum after maturity, payable semi 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 ~~the~~ buildings thereon insured to the satisfaction of said second party in a sum not less than ~~the~~ insurable value-Dollars, delivering all policies and renewal receipts to said second party, 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 collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor 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 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 eight per cent per annum, payable annually, and be a lien on said land under this mortgage.

Dated this 25th day of February 1939.

<sup>E.</sup>  
Albert Bradley  
Frances Mary Bradley

State of Iowa, Polk County )ss:

On this 13th day of March 1939, before me a Notary Public in and for said County and state, personally appeared <sup>E.</sup> Albert Bradley a single person to me personally known to be the identical person whose name is affixed to the foregoing mortgage as grantor and acknowledged said instrument and the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal, by me affixed the day and year last above written.

(Notarial Seal)

Nellie C. Hutchinson  
Notary Public in and for Polk County, Iowa

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STATE OF IOWA, Blackhawk County) ss:

On this 11th day of March A. D. 1939, before me A.J. Burk a Notary Public in and for Blackhawk County, Iowa, personally appeared Frances Mary Bradley to me known to be the identical person named in and who executed the foregoing instrument and whose name is affixed thereto<sup>and</sup> acknowledged that she executed the same as her voluntary act and deed.

**NOTARIAL  
SEAL**

Done under my hand and seal of office the day and year last above written.

A. J. Burk  
Notary Public in and for Blackhawk County, Iowa