

Mortgage Record, No. 90, Madison County, Iowa

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

buildings and pay therefor which sums the first

Arthur B. Ringgenberg & wife

#2002

Filed for record the 20 day of March
A.D. 1939 at 2:32 o'clock P.M.
Pearl E. Shetterly, Recorder.

To

Fee \$1.00 ✓
MORTGAGE

Joe Lindburg

THIS INDENTURE, Made and executed the -- day of March A.D. 1939 by and between Arthur B. Ringgenberg and Anna Ringgenberg, husband and wife of the County of Madison and State of Iowa, parties of the first part, and Joe Lindburg of Scott County, Iowa, party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Six Thousand and no/100 DOLLARS, paid by said party of the second part, the receipt whereof is hereby acknowledged, have GRANTED AND SOLD, and do by these presents GRANT, BARGAIN, SELL, CONVEY, AND CONFIRM unto the said party of the second part, his heirs and assigns, forever, the certain tract or parcel of real estate, situate in the County of Madison and State of Iowa, described as follows, to-wit:

The South One Half($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast fractional quarter ($\frac{1}{4}$) and the Southeast quarter ($\frac{1}{4}$) of the Northeast fractional quarter ($\frac{1}{4}$) of Section One (1) of Township Seventy-five (75) North and of Range Twenty-eight (28) West of the 5th P.M., and all that part of the West fractional One-half ($\frac{1}{2}$) of Section Six (6) and of the North fractional One-half ($\frac{1}{2}$) of the Northwest quarter ($\frac{1}{4}$) of Section Seven (7) except one acre in the Southeast corner of the Northwest fractional quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of section Seven (7) all in Township Seventy five (75) North and of Range Twenty-seven (27) West of the 5th P.M., lying and being West of the public highway.

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All subject to the rights of the public in highways.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, and the rents and crops thereof which are hereby also pledged unto the second party, and to his heirs and assigns forever. The said parties of the first part represent to and covenant with the party of the second part, that they have good right to sell and convey said premises; that they are free from incumbrance, and that he will warrant and defend said premises against the lawful claims of all persons whomsoever; and the said first parties hereby release all right of dower in and to the said premises; and the said parties of the first part relinquish and convey all right of homestead in said premises.

THIS CONVEYANCE TO BE VOID ON THE FOLLOWING CONDITIONS:

That said first parties shall pay unto second party the sum of Four Hundred Dollars on March 1st 1940, the sum of Two Hundred Dollars on March 1st of each of the years 1942 and 1943 and the further sum of Fifty-two hundred Dollars on March 1st, 1943, with interest on all of said money from March 1, 1939 until due, at the rate of $4\frac{1}{2}$ percent per annum, payable annually at the office of mortgagee in Davenport, Iowa, according to ^{the} one promissory note of the said first parties of date even herewith and it is stipulated in said note and in this mortgage, that should any of the said interest or principal not be paid when due, it shall bear interest at the rate of seven per cent per annum from the time the same becomes due, and this mortgage shall stand as security for the same.

That said first parties shall pay all taxes and assessments levied upon said real estate before the same become delinquent, and in case not so paid the holder of this mortgage shall have the right to declare the whole sum of money herein secured due and collectible at once, or he may pay such taxes or assessments and be entitled to interest on the same at the rate of seven per cent per annum, and this mortgage shall stand as security for such taxes and interest paid.

The said first parties shall cause the buildings on said premises to be insured, and during the existence of this mortgage keep insured, against loss by fire, in some good company, to be selected by the mortgagee, in the sum of not less than their insurable value, loss, if any, to be payable to said second party, and shall deliver policies and renewal receipts to said second party; and upon failure to make such insurance, or to deliver said policy or renewal receipts, said second party may make such insurance, or treat this mortgage as due; and if he elects to make such insurance, he shall be entitled to interest on the amount paid therefor at the rate of seven per cent per annum, and this mortgage shall stand as security for the amount so paid, with interest as aforesaid.

It is further stipulated and agreed that a failure to pay any of the said money, either principal or interest, within ten (10) days after the same becomes due, or a failure to perform or comply with any of the foregoing conditions or agreements shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs.

And it is further expressly agreed, that in the event of any failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party shall be, and hereby is, authorized to take immediate possession of said property, and to rent the same. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard said second party in collection of said sums, by foreclosure or otherwise, and a receiver shall be appointed by the Court.

And it is further agreed, that in the event of ^{the} commencement of an action for the foreclosure of this mortgage, upon any default being made that a reasonable attorney's fee shall become due from the first party to the second party; and if a decree of foreclosure shall be entered

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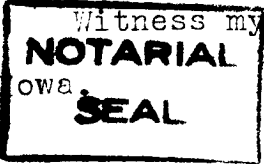
then such reasonable attorney's fee shall be taxed by the Court and included in said decree.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Arthur B. Ringgenberg (Seal)
Anna Ringgenberg (Seal)

STATE OF IOWA, Madison County)ss:

BE IT REMEMBERED, That on this -- day of March A.D. 1939 before the undersigned, a Notary Public in and for said County, personally appeared Arthur B. Ringgenberg and Anna Ringgenberg, husband and wife to me personally known to be the identical persons whose name_ are affixed to the foregoing mortgage ~~and~~ deed as grantors and acknowledged the execution of said instrument to be their voluntary act and deed.



W. T. Guiher
Notary Public in and for Madison County, Iowa.
Filed for record the 21 day of March