

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

Notary Public in and for --- County

R. W. Godby &amp; wife

#2670

Filed for record the 1 day of April

A. D. 1939 at 2:58 o'clock P. M.

Pearl E. Shetterly, Recorder

To

Fee \$ 1.00 ✓

Clement &amp; L. W. Godby

MORTGAGE

FOR THE CONSIDERATION OF Fourteen Thousand DOLLARS paid to R. W. Godby and Isabella Godby his wife of Madison County, Iowa, hereinafter called "first parties", hereby sell and convey to Clement Godby & L. W. Godby, of the County of Madison and State of Iowa, hereinafter called "second party", the following described real estate situated in Madison County, Iowa, described as follows, to-wit:

The Southwest quarter of Section one in township 77 North of range 29 West excepting therefrom the right of way of the Chicago Rock Island & Pacific railroad containing seven acres more or less as constructed across said premises.

and also all the rents, issues, uses, profits, and income therefrom, and all the crops at any time raised thereon from the date of this agreement until the terms of this instrument are complied with and fulfilled.

To have and to hold the same, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto said second party and its successors and assigns, forever and the said first parties do covenant with said second party, and its successors and assigns, that they are lawfully seized of said premises; that they have good right and lawful authority to sell and convey the same; that they are free from all liens and encumbrances; and that the said second party, and its successors and assigns, shall quietly enjoy and possess the same; and the said first parties hereby warrant and will defend the title to the same against all persons whomsoever.

It is agreed that if said first parties fail to keep and perform any of the agreements of this instrument or cause or suffer default therein or thereof in any respect, the said second party, either before commencement of suit or at any time thereafter, shall be entitled to the possession of said property real and personal and to the appointment of a receiver, who shall have power to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of said second party, and such receiver shall be appointed upon the application of said second party at any time after default of said first parties in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure or when suit is begun or at any time thereafter, and such right shall in no event be barred, forfeited, or retarded by reason of delay or of a judgment, decree or sale ordered in any suit, and, further, such right to have such receiver appointed upon application of said second party shall exist regardless of the solvency or insolvency of said first parties, or any of them, or of their successors or assigns, and irrespective of the value of said premises, or of the amount of waste, loss or destruction of the premises or of the rents and profits thereof. Such taking of possession by the receiver shall in no way retard collection or the institution of suit. The receiver shall be held to account only for the net profits derived from said property.

TO BE VOID UPON THE CONDITION that said first parties keep and perform all the conditions hereof and pay said second party or its assigns Fourteen Thousand DOLLARS, as follows: Any amount in multiples of \$100. at any time but not less than \$250. on the first day of March 1940 and \$250. on the first day of March of each succeeding year thereafter to and including the first day of March 1959; and the balance amounting to \$9000. on the first day of March

For Release of Annexed Mortgage See  
Mortgage Record 97 Page 451

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

1960, with interest thereon from March 1st 1939 at the rate of 5 per cent per annum, payable semi-annually, on the first days of March and September in each year, according to the tenor of one principal mortgage note, of even date herewith made to the order of Clement Godby & L. W. Godby with interest thereon at the rate of seven percent per annum after due, payable at the office of Clement Godby or L. W. Godby, at Earlham, Iowa, or at such other place as the legal holder of said note may from time to time designate in writing.

Said first parties shall pay all the taxes and assessments upon said property, in any manner laid or assessed, including personal taxes, and all taxes or assessments that may be levied on this mortgage or on the debt hereby secured or that may be payable by or chargeable to the holder hereof or the owner of the debt hereby secured on account of such ownership, before delinquent and said first parties shall not suffer waste, shall keep all buildings on <sup>said premises</sup> insured to the satisfaction of said second party in a sum not less than Five Thousand DOLLARS, and shall deliver all policies and renewal receipts to said second party and if the taxes are not so paid, or the insurance so kept in force by said first parties, said second party shall have the right to pay such taxes and keep the property insured and recover the amount so expended, and said first parties shall pay in case of suit, a reasonable attorney's fee and the expenses of continuation of abstract, and, in fact, all expenses and attorney's fees incurred by said second party or its 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, shall cause the whole debt to at once become due and collectible, if said second party or its assigns so elects, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary before commencement of suit for the collection of the debt hereby secured, or any part thereof, or the foreclosure of this mortgage. Said second party or its assigns may take possession of said property and account only for the net profits.

All moneys paid by said second party or its assigns for insurance, taxes, abstract of title, or to protect the lien of this mortgage, shall bear interest at the rate of seven per cent per annum and shall be a lien on said land under this mortgage.

If said first parties keep and perform all the agreements of this mortgage, then these presents shall be void, otherwise in full force and effect. If this mortgage is released of record, the release therefor shall be filed and recorded at the expense of said first parties.

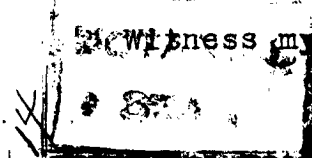
Dated this First day of March 1939.

R. W. Godby  
Isabella Godby

STATE OF IOWA, County of Dallas

In this 1st day of March A.D. 1939, before the undersigned, a Notary Public in and for said County of Dallas, and State of Iowa, personally appeared R. W. Godby and Isabella Godby, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.



Scott Shifflett Notary Public  
Dallas County, Iowa

ANK OF OMAHA

#2679

Filed for record the 1 day of April  
1939 at 4:45 o'clock P. M.