

Mortgage Record, No. 90, Madison County, Iowa

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

WITNESS my hand and Notarial Seal on the day and date last above written, at Winterset, Iowa.

ment ~~to be~~ his voluntary act and deed.

Charles D. Van Werden
Notary Public, Madison County, Iowa.

Edwin Earl Armstrong

#3830

Filed for record the 3 day of June

Lois L. Armstrong

A.D. 1939 at 10:55 o'clock A.M.

To

Pearl E. Shetterly, Recorder

Fee \$1.10 ✓

Dallas County State Bank

KNOW ALL MEN BY THESE PRESENTS: That Edwin Earl Armstrong and Lois L. Armstrong (Husband and

wife) of Guthrie County, and State of Iowa in consideration of the sum of Six Hundred#(\$600_00)

DOLLARS, in hand paid by Dallas County State Bank, Adel, Iowa, of Dallas County, and State of

Iowa do hereby SELL AND CONVEY unto the said Dallas County State Bank, Adel, Iowa, the follow-

ing described premises situated in the County of Madison and State of Iowa to-wit:

The West One-half of the South-west Quarter of
Section Thirteen (13), in Township Seventy-seven (77),
North, Range Twenty-eight (28), West of the Fifth Principal
Meridian, Madison County, Iowa,

and containing in all Eighty acres, more or less, according to the government survey thereof,

and the rents, issues and profits thereof.

And We hereby covenant with the said Dallas County State Bank, Adel, Iowa, that we hold
said premises by title in fee simple; that we have good right and lawful authority to sell and
convey the same; that they are free and clear of all liens and encumbrances whatsoever; and
We covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons
whomsoever; and the said Lois L. Armstrong hereby relinquish her right of dower in and to the
above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said
Edwin Earl Armstrong and Lois L. Armstrong heirs, executors or administrators shall pay or
cause to be paid to the said Dallas County State Bank, Adel, Iowa, heirs, executors and
administrators or assigns, the sum of Six Hundred# (\$600_00) Dollars, on the First day of June
1944.-----Dollars, on the -----day of -----19-- -----Dollars, on the ----day of ----
19--- with interest thereon from June First, 1939, at 5%----according to the tenor and effect
of the One promissory note of the said Edwin Earl Armstrong and Lois L. Armstrong payable to

Placed
For Assignment of Annotated Mortgage See
Mortgage Record 94 Page 240

For Release of Annotated Mortgage See
Mortgage Record 1101 Page 604

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Dallas County State Bank, Adel, Iowa, bearing date May 31, 1939 then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Edwin Earl Armstrong and Lois L. Armstrong shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage 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, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Edwin Earl Armstrong and Lois L. Armstrong shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$600.00, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said Edwin Earl Armstrong and Lois L. Armstrong fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from Edwin Earl Armstrong and Lois L. Armstrong with seven per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, his heirs, successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage that a receiver shall be appointed by the Court to take possession of said premises and to apply the rents, issues and profits derived therefrom, less the costs and expenses of receivership, to the payment of taxes on said real estate and upon the indebtedness secured by this mortgage.

That if the said Edwin Earl Armstrong and Lois L. Armstrong allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in Thirty days thereafter; and the mortgagee its heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Edwin Earl Armstrong and Lois L. Armstrong in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this Thirty-first day of May, 1939

Edwin Earl Armstrong
Lois L. Armstrong

STATE OF IOWA, DALLAS COUNTY)ss:

On this 31st day of May A.D., 1939, before me Kenneth G. Dunn a Notary Public in and for Dallas County, Iowa, personally appeared Edwin Earl Armstrong and Lois L. Armstrong (Husband and wife) to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Kenneth G. Dunn
Notary Public in and for Dallas County, Iowa