

Mortgage Record, No. 90, Madison County, Iowa

Glenn & Dorothy Crow

#5464

Filed for record the 14 day of
September A.D.1939 at 9:27 o'clock
A.M.

To

Fee \$1.20 ✓

Charley G.Crow

Pearl E. Shetterly, Recorder

M O R T G A G E D E E D

THIS INDENTURE, Made the 17th day of February A.D.Nineteen Hundred and thirty three be-
tween Glenn Crow & Dorthy Crow husband and wife, of Madison County, and State of Iowa, herein-
after designated as first party, and Charley G.Crow of Madison County, and State of Iowa,
hereinafter designated as second party, Witnesseth: That the said first party in consider-
ation of Eigh_ Hundred and no/100 DOLLARS the receipt whereof is hereby acknowledged, do
hereby sell and convey unto the said second party, successors and assigns forever the follow-
ing described real estate, situated in the County of Madison and State of Iowa, to-wit:

The South half of the North West Quarter of Section Sixteen (16)
Township Seventy four (74) North, Range Twenty-nine (29) West of
5th P.M.

*This mortgage is
paid in full, I hereby
discharge the same
16 day of January 45
Charley G. Crow
Witnessed By: Pearl E. Shetterly*

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

TO HAVE AND TO HOLD the premises above described, with all of the appurtenances thereun-
to belonging unto the said second party,successors and assigns forever. The said first party
hereby covenants that the above described premises are free and clear of all liens and en-
cumbrances and hereby warrant the title against all persons whomsoever and first party hereby
relinquishes all right of dower and all homestead rights, in the real estate hereinbefore
described. To be void upon condition that the said first party pay to the said second party,
successors or assigns One Hundred and no/100 Dollars, on the 17th day of February 1938³⁶
 Two Hundred and no/100 Dollars, on the 17th day of February 1937
 Five Hundred and no/100 Dollars, on the 17th day of February 1938
 Dollars, on the day of 19...

together with interest thereon at the rate of 5 per cent per annum, payable semi-annually, and
eight per cent per annum, payable semi-annually, on all principal and interest after due,
according to the tenor and effect of three principal notes,payable to second party or order
and bearing even date herewith, together with any and all amounts that may be paid out here-
under by second party, successors or assigns as hereinafter provided.

As a part of the consideration hereof the first party hereby stipulates and agrees to
the following, to-wit: (a) That said first party shall pay all taxes and assessments that
may be levied upon said premises or upon this mortgage and note or upon the holder thereof
before the same shall become delinquent; (b) First party shall keep the buildings on said
premises insured in some insurance company satisfactory to second party in the sum of
Dollars,with loss, if any, payable to second party,successors or assigns as his interest may
appear and shall deliver all policies of insurance and renewal receipts to said second party
and upon failure so to do, second party or assigns may procure and maintain such insurance
at the expense of the said party of the first part; (c) The said first party shall not do,
nor permit, and act whereby the value of said mortgaged premises shall be impaired beyond
natural wear and tear from ordinary use; (d) The first party agrees to pay any and all inter-
est or principal on any prior mortgage or lien upon said premises prior to such payments
becoming delinquent; (e) First party agrees that in event first party shall fail or neglect
to pay such taxes and assessments or to procure and maintain such insurance or to pay such
interest or principal upon any prior mortgage or lien upon said premises prior to the time
same becomes delinquent then second party,successors or assigns may pay such sums and this
mortgage shall stand as security therefor, together with eight per cent interest thereon from
the date of such payments, payable semi-annually; (f) The first party hereby pledges and
assigns, and second party is hereby authorized to collect all the rents,issues,profits and
income of the mortgaged premises to the payment of the debt secured hereby; (g) A failure
to comply with any one of the agreements hereof, including warranty of title, shall cause
the whole debt secured hereby to at once become due and collectable at the election of the
second party, successors or assigns and no demand for fulfillment of such broken condition,
nor notice of election to consider the debt due shall be necessary previous to commencement
of suit to collect the debt secured hereby 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 therefrom and such taking of possession shall in no way retard collection or
foreclosure, it being agreed that a receiver for the mortgaged property shall be appointed
upon the application of second party or assigns at any time after default of the said first
party as to any of the provisions hereof, either independently or in connection with fore-
closure, and if in connection with such foreclosure may be appointed at the commencement of
the suit or during it's pendency or after decree and sale if the property does not sell for
enough to satisfy the debt hereby secured, together with all interest, costs and accrued
costs, and such receiver shall account only for the net profits derived from said property;
(h) It is further specifically stipulated and agreed that first party shall pay, in case

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of suit, a reasonable attorney's fee and the expenses of an abstract of title and all expenses and attorney's fees incurred by second party, successors or assigns by reason of litigation with third parties to protect the lien of this mortgage, including the procuring of a receiver; (i) It is agreed that second party, successors and assigns shall have a lien upon all crops grown upon said premises during the life of this mortgage to secure the amounts hereinbefore mentioned and second party, successors or assigns shall have the right to enforce one or more remedies hereunder successively or concurrently and such action shall not operate to estop or prevent said second party, successors or assigns from pursuing any further remedy which he may have hereunder.

Upon compliance with all of the foregoing agreements this obligation shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF the said first party have hereunto set their hands the day and year first above written.

Glenn Crow
Dorothy Crow.

STATE OF IOWA Madison County (SS.

On this 17 day of Feb. A.D. 1933, before me John D. Callison a Notary Public in and for the County of Madison, State of Iowa, personally appeared Glenn Crow and Dorothy Crow husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal the day and year last above written.

**NOTARIAL
SEAL**

John D. Callison
Notary Public in and for Madison County, State of
Iowa.