

Mortgage Record, No. 90, Madison County, Iowa

My commission expires July 4, 1935

J. D. Harding & Wife

#5551

Filed for record the 18 day of September
A.D. 1939 at 3:55 o'clock P.M.
Pearl E. Shetterly, Recorder

To

Fee \$.80 ✓

The City National Bank

IOWA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That J. D. Harding and Grace Harding, husband and wife of the
County of Page and State of Iowa, for the consideration of Twenty Seven Hundred DOLLARS,

hereby SELL AND CONVEY to The City National Bank, Shenandoah, Iowa, of the County of Page

For Assignment of Annexed Mortgage See
Mortgage Record 94

Mortgage Record, No. 90, Madison County, Iowa

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

and State of Iowa the following described Real Estate, situated in the County of Madison and State of Iowa, to-wit:

The Northwest Quarter of Section 34 Township 74 Range 28 excepting One acre in the Northwest Corner, thereof: also, Also the West half of the SE $\frac{1}{4}$ of Section 28 and the North Half of the NE $\frac{1}{4}$ of Section 33, Township Seventy Four, Range 28; all in Madison County, Iowa. (Consisting of 319 Acres more or less)

And we WARRANT THE TITLE to the same against all persons whomsoever, and waive all right of dower and homestead therein.

said

THIS CONVEYANCE TO BE VOID, if the/Mortgagor shall pay or cause to be paid, to said Mortgagee or his assigns, the sum of Twenty Seven Hundred DOLLARS, on the 15th day of September A.D. 1944 with interest thereon at the rate of Four per cent. per annum, payable Semi-annually, and seven per cent. interest on all principal and interest overdue, at The City National Bank, Shenandoah, Iowa. until the same is fully paid, according to the tenor and effect of the one Promissory Note and Ten coupon interest notes of the said J. D. Harding and Grace Harding bearing date September 15, 1939.

It is Agreed, However, That the said Mortgagor shall, while any part of said principal or interest remains unpaid, neither commit nor permit waste on said premises; shall pay all taxes on said mortgaged property before they become delinquent, and shall keep the buildings thereon insured to the satisfaction of the Mortgagee, and the policy payable in case of loss, to the holder hereof, as his interest may then appear; and in case of failure to comply with either of these provisions, the holder hereof shall have the option to pay said tax and effect said insurance, and may add the amount so paid to the sum next falling due, with interest thereon at eight per cent, per annum from date of payment until paid.

It is Also Agreed, that if said mortgagor shall fail to pay principal or interest as they fall due, or neglect or refuse to pay the taxes or effect the insurance, as above provided for, then the holder hereof may have the option, without giving notice, to consider the whole indebtedness secured by this mortgage due and collectible, and may at once proceed to foreclose. And it is Further Agreed, that in the event of the commencement of an action to foreclose this mortgage, the mortgagee or his assigns shall have the right to have a receiver of the mortgaged property appointed at once, who shall take possession and control and preserve the same, and rents and profits thereof, for the payment of the mortgaged debt, and receiver's costs and expenses and may discharge such duties as are reasonably incumbent upon a receiver. And it is Further Agreed, that in any action that may be brought for any sum due under the provisions of this mortgage, the holder hereof shall be entitled to recover of the maker hereof a reasonable sum as attorney's fee.

And it is Specifically Agreed, That this mortgage shall be a lien upon the premises herein described for the full and complete performance of all the stipulations contained herein.

And it is Further Expressly Agreed and Declared, That this mortgage and the notes secured by the same, are made and executed in accordance with the laws of the State of Iowa, and to be in all respects construed hereby.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of September A.D. 1939.

J. D. Harding
Grace Harding

STATE OF IOWA, Page County,)ss.

On this 15th day of September A.D. 1939 before me S. K. Knittle a Notary Public in and for Page County, personally appeared J. D. Harding and Grace Harding to me known to be the persons whose names are affixed to the above instrument as Mortgagors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

NOTARIAL

My Commission expires July 4 1942

S. K. Knittle
Notary Public in and for Page County, Iowa