

Mortgage Record, No. 90, Madison County, Iowa

Marie Risse, et al

#6032

Filed for record the 13 day of
October A.D.1939 at 11:00 o'clock
A.M.

To

Fee \$ 2.20 ✓

Iowa Des Moines Nat'l Bank & Trust Co.

Pearl E. Shetterly, Recorder

IOWA MORTGAGE

THIS INDENTURE made this 21st day of September A.D.1939 between Marie Risse and J.E. Risse, wife and husband, of Hardin County, Iowa; Bessie Dufur Ferris, a widow, and M.I. Roberts and Gertrude Roberts, husband and wife of the County of Union and State of Iowa, parties of the first part, and IOWA-DES MOINES NATIONAL BANK & TRUST COMPANY, a corporation created under and by virtue of the laws of the United States, and having its principal place of business at Des Moines, Iowa, party of the second part, WITNESSETH: That the said parties of the first part, in consideration of Fifteen Thousand Three Hundred and no/100 DOLLARS, the receipt whereof is hereby acknowledged, do, by these presents, SELL AND CONVEY unto the said party of the second part, and its successors and assigns, forever, the following described Real Estate situated in the Counties of Madison, Clarke and Union, State of Iowa, to-wit:

East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, of Section 33, Township 74, Range 27, in Madison County, and the West $\frac{1}{2}$ of the Fractional Northwest $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Fractional Northwest $\frac{1}{4}$, and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, of Section 4, Township 73, Range 27, in Clarke County West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 3, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$, and West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, of Section 10, all in Township 73, Range 27 in Clarke County East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, of Section 24, Township 71, Range 30, in Union County South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 14, and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, all in Township 71, Range 30, in Union County. All of the above described real estate is West of the 5th P.M.

(Said real estate being more fully described in Exhibit "A" attached hereto and by this reference made a part hereof.)

and also all of the rents, issues, use and profits of said real estate from now until the debt secured thereby shall be paid in full.

Said parties of the first part hereby covenant that they have good right to sell and convey said premises, and that they are free from encumbrance, and hereby warrant the title against all persons whomsoever, and waive all right of dower and homestead therein.

CONDITIONED, HOWEVER, That if Marie Risse and J.E. Risse, Bessie Dufur Ferris, M.I. Roberts and Gertrude Roberts, their heirs or assigns shall pay or cause to be paid to IOWA-DES MOINES NATIONAL BANK & TRUST COMPANY, its successors or assigns, at its or their home office, or at such other place, either within or without the State, as the owner of the Note may from

For Release of Annexed Mortgage See
Mortgage Record 96 Page 620

First State Bank of diagonal la
For Assignment of Annexed Mortgage, See
Mortgage Record 94 Page 190

Mortgage Record, No. 90, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7840

time to time designate, the sum of Fifteen Thousand Three Hundred DOLLARS in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, payable as follows:

Five Hundred Dollars (\$500.00) on March 1, 1940, Five Hundred Dollars (\$500.00) on September 1, 1940, and like sums of Five Hundred Dollars (\$500.00) each, semi-annually thereafter on the first days of March and September in each year to and including March 1, 1944, and the balance of said principal sum remaining unpaid on September 1, 1944. (The privilege is hereby granted the obligors to pay additional principal payments of \$100.00 or multiples on any interest date.) (The privilege is hereby granted the obligors to obtain the release of any complete farm unit from the lien of this mortgage in the event of the sale of such complete unit, upon payment on the principal of a sum equal to \$12.00 per acre of said complete unit, in addition to the required principal payments.)

with the interest thereon, payable according to the tenor and effect of one promissory note signed by Marie Risse and J.E.Risse, Bessie Dufur Ferris, and M.I.Roberts and Gertrude Roberts payable to IOWA-DES MOINES NATIONAL BANK & TRUST COMPANY, and bearing even date with these presents; and shall promptly pay before the same shall become delinquent all taxes and special assessments of any kind, that may be laid within the State of Iowa, upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and shall procure and deliver to said party of the second part, its successors or assigns, at its or their home office, on or before the first day of October in each and every year, duplicate receipts of the proper officers for the payment of all such taxes and assessments for the preceding year; and shall keep the buildings upon said premises constantly insured in some reliable insurance company, to be approved by the said party of the second part, its successors or assigns, to the amount of not less than Ten Thousand Dollars, fire and windstorm, the loss or damage to be made payable to said party of the second part, its successors or assigns, as its or their interest may appear, and all of which insurance policies and renewal receipts shall be endorsed and delivered to said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good repair and condition as at this time, ordinary wear and tear only excepted; and shall pay all expenses and attorney's fees incurred by said second party, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to be and remain in full force.

It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, the said party of the second part, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not), may effect the insurance above provided for, and may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon from time of payment shall be a lien against said premises.

And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, promptly on maturity, or if there shall be a failure to comply with any or every condition of this mortgage, then said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and collectible at once, by foreclosure or otherwise, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the party of the second part, or its assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said first parties only for the net profits, after application of rents, issues and profits upon the costs and expenses of the

Mortgage Record, No. 90, Madison County, Iowa

receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, the whole indebtedness secured by this mortgage shall draw interest at the rate of seven per cent per annum.

And it is agreed that if said note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, the parties of the first part will pay a reasonable attorney fee for any service rendered by attorney in connection herewith, and all expenses incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

Provided always, that if the said first parties, their heirs, administrators or assigns shall pay or cause to be paid the said note, interest, taxes and assessments, as specified in said note and in this mortgage, and shall fully perform all the covenants and agreements herein expressed, then this mortgage shall be fully satisfied and the said second party shall release said real estate at the expense of the party of the first part.

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

Marie Risse
Marie Risse
J E Risse
J.E.Risse
Bessie Dufur Ferris
Bessie Dufur Ferris

M.I.Roberts
M.I.Roberts
Gertrude Roberts
Gertrude Roberts

STATE OF IOWA)
(
HARDIN COUNTY)

SS.

On this 22 day of Sept. A.D.Nineteen Hundred and Thirty-nine before me, Clyde Wilson a Notary Public in and for Hardin County, State of Iowa, personally appeared Marie Risse and J.E.Risse, wife and husband, to me known to be the identical persons named in and who executed the foregoing instrument, as mortgagors, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

Clyde Wilson
Notary Public in and for said County and State.

STATE OF IOWA)
(
Ringgold County)

SS.

On this 29th day of Sept A.D.1939, before me Virginia Nelle Crew a Notary Public in and for Union County, State of Iowa, personally appeared M.I.Roberts and Gertrude Roberts, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, as mortgagors, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

Virginia Nelle Crew
Notary Public in and for said County and State.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,)
(
COUNTY OF EL PASO)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bessie Dufur Ferris known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of October A.D.1939

(Notarial Seal)

P.H. Anderson
Notary Public in and for El Paso County, Texas
Notary Public, In and For El Paso County, Texas,
My Commission Expires June 1, 1941.

EXHIBIT "A"

The East One-half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section Thirty-three (33), Township Seventy-four (74), Range Twenty-seven (27), in Madison County, and the West One-half (W $\frac{1}{2}$) of the Fractional Northwest Quarter (NW $\frac{1}{4}$), the Northeast Quarter (NE $\frac{1}{4}$) of the Fractional Northwest Quarter (NW $\frac{1}{4}$), and the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), of Section Four (4), Township Seventy-three (73), Range Twenty-seven (27), in Clarke County;

Mortgage Record, No. 90, Madison County, Iowa

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

The West One-half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$), and the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), the East One-half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$), and the West One-half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Three (3), and the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), the South One-half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$), the West One-half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$), the Southwest Quarter ($SW\frac{1}{4}$), and the West One-half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$), of Section Ten (10), all in Township Seventy-three (73), Range Twenty-seven (27), in Clarke County;

The East One-half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$), the South One-half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$), and the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), of Section Twenty-four (24), Township Seventy-one (71), Range Thirty (30), in Union County;

The South One-half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Fourteen (14), and the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$), and the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Fifteen (15), all in Township Seventy-one (71), Range Thirty (30), in Union County.

All of the above described real estate is West of the 5th P.M.