

Mortgage Record, No. 90, Madison County, Iowa

STATE OF IOWA COUNTY OF MADISON)ss.

Notary Public Douglas County, Nebraska
My Commission expires: 5-11-44

Hazel Cox Little & husb.

#6384

Filed for record the 1 day of
November A.D. 1939 at 10:50 o'clock
A.M.

To

Fee \$.80 ✓

Pearl E. Shetterly, Recorder

Earlham Savings Bank

FIRST MORTGAGE

FOR THE CONSIDERATION OF One Hundred Fifty DOLLARS the receipt of which is hereby acknowledged, we Hazel Cox Little and John A. Little, wife and husband of Madison County, State of Iowa and hereinafter referred to as Mortgagors, hereby sell, convey and warrant

For Return of original Mortgage see
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Mortgage Record, No. 90, Madison County, Iowa

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

the title to the following described real property, including homestead and dower rights,
unto Earlham Savings Bank, Earlham, Iowa Mortgagee of Madison County, State of Iowa
To wit:

Our undivided One-third (1/3) interest in and to the following real estate:

West Sixty Acres (W. 60 A.) of the Southeast Quarter (SE $\frac{1}{4}$) of
Section Thirty-four (34), Township Seventy-seven (77), Range
Twenty-nine (29).

in the County of Madison and State of Iowa and also all of the rents, issues, use and profits
of said land and the crops raised thereon from now until the debt secured thereby shall be
paid in full.

To be void upon condition that the mortgagors shall pay or cause to be paid to the
mortgagee, or assigns, the consideration of One Hundred Fifty Dollars, with interest thereon
according to the one note of the mortgagors bearing even date herewith, ^{and} due October 30, 1941

The mortgagors covenant to pay all taxes and assessments that shall become liens against said
property before the same become delinquent; to keep the buildings insured against fire, cyclone
and storm, in a reliable company selected by the mortgagee, at their insurable value, payable
to the mortgagee as its interest may appear, the policies to be delivered to and remain with
mortgagee; not to commit or permit waste of any kind upon said property; that the above
described property is not incumbered and is free from liens; and to permit the abstract of
title of said property to remain with the mortgagee.

If the mortgagors fail to pay the assessments and taxes, or fail to insure the buildings
as agreed, the mortgagee may, at its option, pay such taxes and assessments, and insure the
buildings and pay therefor; which sums the mortgagors agree to pay to the mortgagee with
interest at the rate of seven per cent per annum, from date of payment, and this mortgage
shall be security for the payment thereof.

If the mortgagors shall fail to pay principal or interest; or taxes and assessments; or
to keep the buildings insured; or to keep and perform any other provision of this mortgage on
their part to be kept and performed as agreed, the indebtedness hereby secured, at the option
of the mortgagee, without demand or notice, shall become due and payable, and the mortgage
foreclosed.

It is stipulated that the rents and profits of said property are pledged as security for
said indebtedness and in addition to other remedies given by law, that upon filing petition
to foreclose this mortgage the court or any judge thereof, on application of the mortgagee,
shall appoint a receiver of said property and the rents and profits thereof during foreclosure
and the period of redemption and apply such rents and profits to the payment of ^{the} costs, expenses
and indebtedness.

The mortgagors agree to pay a statutory attorney fee in case of foreclosure hereof to be
taxed as costs.

This mortgage binds the mortgagors, their executors and legal representatives and the
mortgagee and its assigns.

It is expressly stipulated that this mortgage and the notes thereby secured are made under
and are to be construed under the laws of the State of Iowa.

Dated this 30th day of October, 1939.

Hazel Cox Little
John A. Little

STATE OF IOWA, County of Madison)ss.

On this 30th day of October, A.D. 1939, before me Anna Corman the undersigned notary
public within and for said county of Madison, personally appeared Hazel Cox Little and John
A. Little, wife and husband, 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.

Anna Corman Notary Public in and for said County.
My commission expires on the 4th day of July, 1942.