

Mortgage Record, No. 90, Madison County, Iowa

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

R. H. Erb & wife

#6702

Filed for record the 18 day of November
A.D. 1939 at 2:36 o'clock P.M.

To

Fee \$.80 ✓

Pearl E. Shetterly, Recorder

N. E. Gubser

FIRST MORTGAGE

FOR THE CONSIDERATION OF Twenty Five Hundred DOLLARS the receipt of which is hereby acknowledged, we R. H. Erb and Hazel L. Erb, husband and wife of Madison County, State of Iowa and hereinafter referred to as Mortgagors, hereby sell, convey and warrant the title to the following described real property, including homestead and dower rights, unto N. E. Gubser Mortgagee of Madison County, State of Iowa.

To wit: Commencing at the Southeast corner of Lot One (1), in Block Nine (9) of the Original Town of Earlham, Madison County, Iowa, and running thence West 145 feet to the Southwest corner of said Lot One (1), thence North 22 feet, thence East 50 feet, thence South 4 feet, thence East 34 feet and 6 inches, thence North 6 inches, thence East 60 feet and 6 inches to the East line of said Lot One (1), thence South 18 feet and 6 inches to the place of beginning. 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 Twenty Five Hundred Dollars, with interest thereon according to the one note of the mortgagors bearing even date herewith, and due November 15, 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 reciever 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 15th day of November, 1939.

R. H. Erb
Hazel L. Erb

Release
 For Assignment of Annexed Mortgage See
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STATE OF IOWA, County of Madison)ss.

On this 15th day of November, A.D. 1939, before me W. G. Jackson the undersigned notary public within and for said county of Madison, personally appeared R. H. Erb and Hazel L. Erb, 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.

**NOTARIAL
SEAL**

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

Filed for record the 20 day of November