

SEAL

And it is hereby agreed, that, if the said mortgagors allow any taxes upon any part of said premises to become delinquent and remain unpaid, or allow any part thereof to be sold for taxes, or fail to insure the buildings on premises in a reliable stock company in an amount equal to two-thirds the value thereof, payable to mortgagee or fail to pay any of the notes herein described or the interest due thereon as the same become due or if the indebt-

Mortgage Record, No. 90, Madison County, Iowa

edness, principal or interest, secured by any and all prior mortgages, liens or encumbrances of any kind whatever, on or against said premises, be not paid when due according to the tenor thereof, or commit waste on said premises or if any tax or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause the entire principal sum hereby secured and all interest accrued thereon, at the option of the mortgagee or assigns, to become immediately due and payable and the mortgagee its heirs or assigns, may, without demand or notice upon mortgagors or grantees, proceed at once to foreclose this mortgage. It is further agreed that for the protection of the lien created by this mortgage, the holder of the notes herein described, may pay off any lien or liens on said land, for taxes or otherwise, whether prior or subsequent, that may in any manner affect the title to said premises and any taxes levied against the holder of said notes, for same and the money so paid shall immediately become due and payable and bear interest at 7 per cent, and this mortgage shall stand security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a reasonable attorney's fee, also any expense for the continuation of the abstract of title, all of which shall be included in the judgment in such foreclosure case.

It is also agreed, that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs or assigns, shall before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, be entitled to the appointment of a receiver who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, and to enforce collection from the crops grown or raised on the within described premises during the life of this mortgage, for the benefit of said mortgagee, its heirs or assigns, and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee, shall exist regardless of the fact of the solvency or insolvency of the mortgagor, and regardless of the value of said mortgaged premises or the waste loss and destruction of the rents and profits of said mortgaged premises, during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense.

Dated this 8th day of March 1940.

Lorraine Ellis
Robert Ellis

STATE OF IOWA, County of Marion)ss.

On this 8th day of March A.D., 1940, before me, Velta Robuck a Notary Public in and for the County of Marion State of Iowa, personally appeared Lorraine Ellis to me known to be the identical person named ⁱⁿ and who executed the foregoing instrument and acknowledged that she executed the same as her 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.

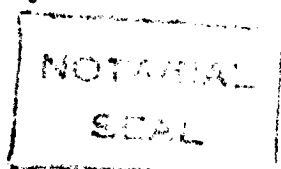
(Notarial Seal)

Velta Robuck Notary Public in and for
Marion County, State of Iowa

State of Iowa, County of Polk,)ss.

On this 9 day of March A.D., 1940, before me, Ellis W. Conkling a Notary Public in and for the County of Polk, State of Iowa, personally appeared Robert Ellis to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his 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.



Ellis W. Conkling Notary Public in and for
Polk County, State of Iowa.