

Mortgage Record No. 92, Madison County, Iowa

Jack R. & Mildred F. Mount #2319 Filed for record the 8 day of June^s
 To Fee \$.80[✓] A.D. 1940 at 10:30 o'clock A.M.
 Earlham Savings Bank Pearl E. Shetterly, Recorder

FIRST MORTGAGE

FOR THE CONSIDERATION OF Twelve Hundred DOLLARS the receipt of which is hereby acknowledged,
 we Jack R. Mount and Mildred F. Mount, husband and wife of Folk 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 Earlham Savings

Bank, Earlham, Iowa Mortgagee of Madison County, State of Iowa.

o wit

Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of
 Section Twenty-eight (28), Township Seventy-seven (77)
 North, Range Twenty-nine (29), West of the 5th P.M.

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 Twelve Hundred Dollars, with interest thereon
 according to the one note of the mortgagors bearing even date herewith, and due June 7, 1945.

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.

Mortgage Record 94 Page 586 Release

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177812-A

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 7th day of June, 1940.

Jack R. Mount
Mildred F. Mount

STATE OF Iowa County of Madison)ss.

On this 7th day of June, A.D. 1940 before me Anna Corman the undersigned notary public within and for said county of Madison, personally appeared Jack R. Mount and Mildred F. Mount to me known to be the persons named in Mount/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 1942
My commission expires on the 4th day of July, 1942