

Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177612-A

in the same manner.

Madison County, State of Iowa

Jessie M. Perkins & husb.

#3768

Filed for record the 6 day of July
A.D. 1940 at 9:30 o'clock A.M.

To

Fee \$1.00 ✓

Pearl E. Shetterly, Recorder

Paul E. Perkins

MORTGAGE

THIS MORTGAGE, Made the 27th day of April, A.D. 1940 by and between Jessie M. Perkins, and M. M. Perkins, her husband, of Polk County and State of Iowa, hereinafter called the mortgagors, and Paul E. Perkins, of Green Bay, Wisconsin, hereinafter called the mortgagee,

WITNESSETH: That the mortgagors in consideration of the sum of TWO THOUSAND SIX HUNDRED and no/100 (\$2,600.00) DOLLARS, paid by the mortgagee, do hereby sell and convey to the mortgagee, ~~do hereby sell and convey to the mortgagee~~, -- heirs and assigns, the property described as follows:

South One-fourth of the Northeast Quarter of the Northeast Quarter; South three-fourths of the Southeast Quarter of the Northeast Quarter; North half of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter; and the North 32 rods of the East 10 rods of the Southeast Quarter of Section 16; also the South three-fourths of the West Half of the Northwest Quarter of the Northwest Quarter; Southwest Quarter of the Northwest Quarter; West 4.59 acres of Lot Five (5) of the Southeast Quarter of the Northwest Quarter; Lots One (1), Two (2) and Five (5), of the Northwest Quarter of the Southwest Quarter and the West 3.45 acres of Lot Two (2) of the Northeast Quarter of the Southwest Quarter of Section 15, Township 76 North, Range 28 West of the 5th P.M., in Madison County, Iowa,

with all appurtenances thereto belonging, and assign and transfer all rents, issues, use and profits of said land, including all crops, matured and unmatured, grown upon said land from now until the debt secured hereby has been paid; and in addition thereto, the right to possession of said land from the time of the filing of a petition for the foreclosure of this

For Release of Annotated Mortgage See
Mortgage Record 99, Page 32

Mortgage Record No. 92, Madison County, Iowa

LE FIBURE CORPORATION, CEDAR RAPIDS, IOWA 177818-A

mortgage upon failure to comply with all the conditions and stipulations hereof.

Mortgagors warrant the title to said property against all persons whomsoever, and to be free and clear of all liens and incumbrances except those now of record.

To be void upon the following conditions:

First: That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of TWO THOUSAND SIX HUNDRED and no/100 (\$2.600.00) DOLLARS, on the - day of -- A.D. 19- with interest according to the tenor and effect of the one certain promissory note of the said Jessie M. Perkins, dated April 27, 1940, bearing interest at 5% from and after March 1, 1940, and all such other sums of money as may be advanced by the mortgagee hereunder.

Second: That the mortgagors shall from now until the debt secured hereby is paid, keep the buildings, fences and other improvements and appurtenances thereto on said real estate in as good repair as they now are and insure the buildings for the use and benefit of the mortgagee in a sum not less than their insurable value in a responsible company or companies satisfactory to mortgagee, and deliver the policies and renewal receipts to the mortgagee, and plant and harvest all crops in proper season, and farm and care for the premises in such manner that neither the productivity of said land nor the value of the premises will be impaired, and pay, when due, the sum payable, on each lien having priority to the debt secured hereby.

This mortgage shall secure all sums paid by mortgagee to comply with the terms of this mortgage to be performed by mortgagors, including all expense of litigation or preparation therefor incurred by mortgagee in maintaining this lien, its priority or foreclosure, to the same extent and upon the same terms as if such sums were part of the original debt secured hereby.

A failure of the mortgagors to comply with any one or more of the above conditions of this mortgage or any note secured hereby, either wholly or in part, or sale or change of ownership of said land, shall, at mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith, without notice or demand.

It is hereby expressly agreed that mortgagee's lien upon the crops hereunder, is and shall be decreed, on the foreclosure of this mortgage, to have priority thereon to the same extent as is given under Section 10261 of the Code of 1924, whether said crops are the property of the then owners of said land or of the party in possession thereof or of the vendee thereof, for all sums in excess of the original debt secured hereby and for so much of the original debt as may remain after the mortgaged premises have been exhausted; and mortgagee, either before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, shall be entitled to the appointment of a Receiver who shall have the power to take and hold possession of said premises and to rent the same to the March 1st following the expiration of the year of redemption, collect the rents and profits therefrom and to take possession of all crops hereby mortgaged, and if any crops are then not sufficiently matured for harvesting, to cultivate and protect the same until the crop shall be fit, and then to harvest the same, giving the Receiver the right to sell the crops or any part thereof at any time, at private or public sale, without notice, all for the benefit of the mortgagee, and that the net proceeds received from such sale be used for the purpose of carrying out the provisions of this mortgage and the payment of the debt secured hereby.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

STATE OF IOWA, Madison County)ss.

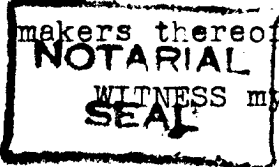
Jessie M. Perkins
M. M. Perkins

On the 27th day of April A.D. 1940, before the undersigned, a Notary Public in and for

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177612-A

Madison County, Iowa, came Jessie M. Perkins and M. M. Perkins, her husband, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.



Daniel J. Gallery Notary Public
in and for Madison County, Iowa.

Guy D. Nelson and Lulu #3816 Filed for record the 10 day of July