

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177019-A

For Assignment of Annexed Mortgage See
Mortgage Record 94
For Assignment of Annexed Mortgage See
Mortgage Record 96

in and for said County and State.
L. P. Moore and Sadie A. Moore #4403 Filed for record the 22 day of August 2
To Fee \$1.30 A.D. 1940 at 10:29 o'clock A.M.
Mayme S. Mendenhall Pearl E. Shetterly, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS: That L. P. Moore and Sadie A. Moore, his wife of Madison
County, State of Iowa, hereinafter called the mortgagors, in consideration of the sum of
Twenty Thousand and no/100 DOLLARS, in hand paid by Mayme S. Mendenhall of Madison County,
State of Iowa, hereinafter called the mortgagee, do hereby sell, assign and convey unto the
said Mayme S. Mendenhall the following described premises situated in the County of Madison,
State of Iowa, to-wit:

The Northeast Quarter (1/4) of Section Nine (9), except 1
acre in the Northwest corner thereof 16 rods East and West and
10 rods North and South used for a cemetery; also the North
Half (1/2) of the Northwest Quarter (1/4) of Section Ten (10);
all in Township Seventy-seven (77) North, Range Twenty-
eight (28) West of the 5th P.M., Madison County, Iowa.

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

TOGETHER with all rights, interests and appurtenances thereunto appertaining and all of
the estate, right, title, interest, dower and right of dower including all rights of home-
stead and all contingent rights whatsoever of the said mortgagors in and to said real estate
and all right to retain possession of said premises and the crops grown thereon after default
in payment or breach of any covenant herein contained TO HAVE AND TO HOLD the same to the said
mortgagee, or its assigns, for the uses and purposes herein expressed and the said mortgagors

Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177813-A

hereby warrants and defends the title against all persons whomsoever.

NEVERTHELESS TO BE VOID on condition that said mortgagors L. P. Moore and Sadie A. Moore, his wife shall pay the full amount of principal and interest at the time, place and in the manner therein specified in one promissory note of even date herewith, due and payable to said mortgagee for the sum of Twenty Thousand and no/100 DOLLARS, due as follows: March 1st, 1946 with interest at the rate of five (5) per cent per annum until maturity, payable annually and with interest after maturity at eight per cent, payable semi-annually.

The mortgagors hereby agree to pay all taxes, public rates and assessments, which are now or which may hereafter at any time become a lien upon said mortgaged property, before the same ^{shall} become delinquent; to keep the buildings erected thereon, or at any time hereafter erected upon said property, insured against loss or damage by fire, lightning and tornado in such companies as the mortgagee, or assigns, may direct in the sum of not less than Six Thousand # - - - DOLLARS, until the note secured by this mortgage has been fully paid, loss if any payable to the mortgagee, or assigns; to pay the premiums for such insurance or the renewals thereof at the time of its issuance and to deliver at once said policies of insurance and all renewals thereof to the mortgagee, or assigns; not to remove or suffer to be removed from said property any buildings, fences or other improvements now upon said property, or that may hereafter at any time be placed thereon; to keep all buildings, fences and improvements in good repair; not to commit any waste upon said property or suffer any waste to be committed thereon; not to use or permit said property to be used for any unlawful purpose whatsoever.

The mortgagors further agree that if default shall be made in the payment of the debt secured by this mortgage, or any part thereof, either principal or interest as the same matures; or defaults in any or all of the covenants agreed to be performed herein by the mortgagor; or if suit be brought by any person affecting the title of the mortgagors or claiming a lien superior to this mortgage, or affecting its validity, then upon the happening of any such contingencies at the option of said mortgagee, or assigns, the whole indebtedness secured hereby shall without notice immediately become due and payable, and it is agreed that all moneys paid by mortgagee, or assigns, for insurance, taxes, abstract or costs to protect the lien of this mortgage, shall bear interest at the rate of eight per cent per annum and shall be a lien on said land under this mortgage and included in any foreclosure thereon, but the payment by the mortgagee, or assigns, of taxes, insurance premiums, abstract bill, or costs, shall not be construed as a waiver of any of the rights of the mortgagee, or assigns, under this mortgage, and it is agreed that in case suit is brought by the mortgagee, or assigns, to protect the rights and claims of said mortgagee, or assigns, or should be called upon to defend in any cause affecting the rights of said mortgagee, or assigns, or begin foreclosure suit upon said mortgage, as provided herein, then all costs incurred connected therewith, including attorney fees, shall be taxed as a part of the costs of said suit, as by law provided.

It is further stipulated and agreed that upon the maturing of said indebtedness, whether occasioned by lapse of time or by the occurrence of any of the defaults above mentioned, or the breach of any of the covenants mentioned herein, the mortgagee, or its assigns, shall be at once entitled to the possession of the mortgaged property, and any court having jurisdiction in any suit to foreclose this mortgage shall have the power and right to appoint a receiver to collect said rents, issues and profits arising from said property, and to take charge and possession of all the property mortgaged under this agreement during such foreclosure suit and during the year allowed by law for redemption after judicial sale, and apply the net profits thereof, after deducting all costs of such proceeding upon the indebtedness secured hereby, and if there are any funds left in the hands of said receiver, said receiver

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177012-A

after paying the mortgagee's claim in full, shall pay the balance of said funds to such parties as the court may direct.

It is also understood and agreed that the mortgagee, or its assigns, may in writing release from the lien of this mortgage any part or parcel of the mortgaged premises or any property upon which this mortgage is a lien upon such terms and under such conditions as they may deem satisfactory.

IN WITNESS WHEREOF we have hereunto set out hands this 21st day of August, 1940

L. P. Moore
Sadie A. Moore

STATE OF IOWA, Madison County,)ss:

BE IT REMEMBERED, that on the 21 day of August, A.D. 1940 before the undersigned, a Notary Public in and for said County, personally appeared L. P. Moore and Sadie A. Moore, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instrument and the execution thereof to be their voluntary act and deed.

NOTARIAL SEAL WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

W G Jackson Notary Public
in and for Madison County, Iowa.

Central Investment Co.

44480

Filed for record the 26 day of August