

Ruth Collins and Harry Collins
her hsbd

To

#5056
Fee \$1.00✓

Filed for record the 20 day of September
A.D. 1940 at 1:38 o'clock P.M.
Pearl E. Shetterly, Recorder

Capital City State Bank

M O R T G A G E

THIS INDENTURE MADE, on the 18th day of September, A.D. 1940 between Ruth Collins and Harry Collins, her husband, of Madison County and State of Iowa, of the first part, and CAPITAL CITY STATE BANK of Polk County and State of Iowa, of the second part, WITNESSETH

That the said parties of the first part, for the consideration of Five Hundred# DOLLARS, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its heirs and assigns forever, the following described real estate lying and being situated in the county of Madison and state of Iowa

to-wit:

Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Fractional Quarter (NE fr $\frac{1}{4}$)
Section Twenty-five (25), Township Seventy-seven (77) Range Twenty-six (26)

And, also, 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 HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, and also said rents, issues, use and profits of said land, and the crops raised thereon, unto the said party of the second part and to its heirs and assigns forever, the said parties of the first part hereby covenanting that the above described premises and also the rents issues, use and profits of said land, and the crops thereon, are free from any encumbrances, and mortgagors, will WARRANT and DEFEND the title unto the said party of the second part, its heirs and assigns, against all persons whomsoever lawfully claiming/ ^{the} same, provided, always, and these presents are upon this express condition that if the said mortgagors, their heirs, executors or administrators, shall pay or cause to be paid to the said Capital City State Bank, executors and administrators or assigns, the sum of

Two Hundred#DOLLARS on the	1st day of October	,1941;
Three Hundred#DOLLARS on the	1st day of October	,1942;
	DOLLARS on the	day of	,19
	DOLLARS on the	day of	,19

with interest thereon at six per cent according to the tenor and effect of the one promissory

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Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177818-A

note of the said mortgagors, payable as above, bearing date, September 18, 1940, then these presents to be void, otherwise to remain in full force.

AND IT IS ALSO AGREED that in case of default in any respect, the 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 the said premises and said crops, and to rent said premises, collect the rents and profits therefrom, for the benefit of said mortgagee, 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, upon application of the mortgagee, shall exist regardless of the fact of the solvency or insolvency of the debtors or mortgagors, and regardless of the value of the said mortgaged premises, or waste, loss and destruction of the rents and profits of said mortgaged premises, and regardless of the fact that said mortgaged premises may be a homestead of said debtors or mortgagors, during the statutory period of redemption; and it is further agreed, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same become delinquent, then the whole indebtedness shall become due, and the party of the second part, its heirs or assigns, may proceed by foreclosure, or in any lawful modes, to make the amount of said notes, together with all interest and costs, and all taxes and assessments accrued on said real estate, together with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate.

It is also further agreed that the part_ of the first part, shall keep the improvements on said described premises insured in a reliable company to be selected by part_ of the second part, against loss by fire, wind, lightning and tornado, in the sum of --- DOLLARS (\$.....), said policy, or policies, to be payable to the part_ of the second part, the premium for said insurance policies to be paid for by said part_ of the first part.

And Harry Collins husband, of the said Ruth Collins, hereby relinquishes her right of dower in the real estate herein mentioned, subject to the above reservations and conditions, and all of the mortgagors hereby waive all homestead exemptions relative to said premises.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Ruth Collins
Harry Collins

Recorded and indexed both as a real estate and chattel mortgage.

STATE OF IOWA, Polk County.)ss.

NOW, on this 18th day of September, A.D. 1940, before me the undersigned, a Notary Public in and for Polk County, State of Iowa, personally came Ruth Collins and Harry Collins, her husband, to me personally known to be the identical persons whose names are affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Des Moines, Iowa on the day and date last above written.

Helen E. Morgan Notary Public
in and for Polk County, Iowa.