

## Mortgage Record No. 92, Madison County, Iowa

LE FIBRE CORPORATION, CEDAR RAPIDS, IOWA 177813-A

Rose E. Phillips & husb. #5574 in and for Polk County, State of Iowa,  
 To Fee \$1.10 ✓ Filed for record the 14 day of October  
 A.D. 1940 at 1:10 o'clock P.M.  
 Mary S. Penn Pearl E. Shetterly, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS: That, We, Rose E. Phillips, and Walter S. Phillips  
 wife and husband, of the County  
 of Polk, and State of Iowa, first party, in consideration of the sum of Twenty-four Hundred  
 (\$2400.00) DOLLARS, in hand paid by Mary S. Penn, of Polk County, and State of Iowa, second  
 party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the  
 said second party, his (or its) heirs, successors and assigns forever, the real estate sit-  
 uated in Madison County, Iowa, described as follows, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of  
 Section Nine (9), and South Half (S $\frac{1}{2}$ ) of the Southeast Quarter  
 (SE $\frac{1}{4}$ ) of Section Four (4), Township Seventy-six (76) North,  
 Range Twenty-seven (27), West of the Fifth P.M.

together with all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto  
 belonging, and the rents, issues and profits aforesaid, unto the said second party, his  
 (or its) heirs, successors and assigns forever.

The said first party WARRANTS the title of said premises against the lawful claims of  
 all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead  
 and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the first party shall pay the second party, his (or its) heirs  
 successors or assigns, the sum of Twenty-four Hundred (\$2400.00) DOLLARS on the 16th day  
 of September A.D. 1943, (with the privilege of paying One Hundred Dollars (\$100.00) or  
 multiples thereof on each interest paying date provided sixty days' notice in writing be  
 given to said second party of intention to make such payment) with interest at the rate of  
 five per centum per annum, payable semi-annually, according to the tenor and effect of the

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LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

one Coupon Bond, or promissory note, and interest coupons thereto attached, of the said first party, bearing even date herewith, payable at the office of Hughes, O'Brien & Hughes in the City of Des Moines, Polk County, Iowa, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then, THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect.

The Covenants and Agreements to be kept and performed<sup>are</sup> as follows: --

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some reasonable company or companies to be designated by the second party, for the benefit to said second party, in the sum of not less than --- DOLLARS; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefore.

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect.

Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said costs shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fee, shall be paid by said first party, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

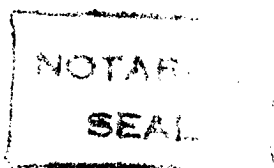
Dated September 16, A.D. 1940

IN TESTIMONY WHEREOF, we have hereunto set our hands the day and year last above written.

Rose E. Phillips  
Walter S. Phillips

STATE OF IOWA County of Polk )ss.

On this 16th day of September, A.D. 1940, before me, Gertrude Zigeler, a Notary Public in and for the County of Polk, State of Iowa, personally appeared Rose E. Phillips and Walter S. Phillips to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Gertrude Zigeler Notary Public  
in and for Polk County, State of Iowa.