

Mortgage Record No. 92, Madison County, Iowa

LE FIBURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

My commission expires on the 4th day of July, 1942

Harry G. Egger & wife

#1239

Filed for record the 21 day of February
A.D. 1941 at 11:24 o'clock A.M.

To

Fee \$ 1.00 ✓

Pearl E. Shetterly, Recorder

Mrs. Doris Egger. Gdn

IOWA FARM MORTGAGE

For the consideration of Three Thousand DOLLARS Harry G. Egger and Doris Egger, as husband and wife, and each in their own right of Adair County, Iowa first party hereby convey to Mrs. Doris Egger, guardian of Charles L. Dahly and Frank L. Dahly of Adair County Iowa second party, the following real estate situated in Adair County, Iowa, together with the rents, issues, profits and crops grown thereon until this mortgage is fully paid, said real estate being described as:

~~For Assignment of Annexed Mortgage See~~

Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section
Five (5) and the North 72 $\frac{1}{2}$ acres of the West One-Half (W $\frac{1}{2}$) of the South-
west Quarter (SW $\frac{1}{4}$) of Section 4, all in township 75 North, Range 29
West of the 5th P.M., Madison County, Iowa, subject to any easements
for public highways, or R.E.A. lines

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The said first party hereby warrants the title against all persons whomsoever.

To be void upon conditions that said Harry G. Egger and Doris Egger pay said second party or assigns Three Thousand DOLLARS on the 1st day of March 1949, with interest thereon from February 15, 1941 at the rate of 5% per cent per annum payable semi-annually on the 1st day of March and September in each year, according to the tenor of one certain promissory note of even date herewith, with interest thereon at the rate of seven per cent per annum after maturity, payable semi annually at the Winterset, Iowa

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party hereby pledges all the rents, issues, profits and income of the mortgaged premises to the payment of the debt secured hereby. Said first party shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, and should any reduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof required of the mortgagee, or assigns, then said mortgagor shall pay the taxes on this mortgage and the debt hereby secured before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than full insurable value Dollars, delivering all policies and renewal receipts to said second party, and in case the taxes are not so paid, or the insurance so kept in force by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts³⁰/expended and this mortgage shall stand as security therefor, and said first party shall pay, in case of suit, a reasonable attorney's fees and expenses of continuation of abstract and all expenses and attorney's fees incurred by said second party

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or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectable, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage and said second party or assigns may take possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of said second party, at any time after default of the first party as to any of the provisions hereof, either independently or in connection with foreclosure, and if in connection with such foreclosure, may be appointed at the commencement of the suit, or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

All money paid by said second party or assigns for insurance, taxes, abstracts, or to protect the lien of this mortgage, shall bear interest at the rate of seven per cent per annum, payable semi-annually, and be a lien on said land under this mortgage.

Dated this 12th day of February 1941.

State of Iowa, Adair County, ss.

Harry G. Egger
Doris Egger.

On this 12th day of February 1941 before me a Notary Public in and for said county and state, personally appeared Harry G. Egger and Doris Egger as husband and wife, and each in their own right husband and wife, to me personally known to be the identical persons whose names -- affixed to the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

NOTARIAL
SEAL

my hand hand notarial seal, by me affixed the day and year last above written.

Waldo E. Don Carlos Notary Public
in and for Adair County, Iowa.