

Mortgage Record No. 92, Madison County, Iowa

Harold F. Florer	#1380	Filed for record the 26 day of February
To	Fee \$ 1.40	A.D. 1941 at 10:43 o'clock A.M.
C. C. Cook		Pearl E. Shetterly, Recorder

REAL ESTATE MORTGAGE

IN CONSIDERATION OF Twenty-one Hundred and no/100 DOLLARS Harold F. Florer, unmarried of Polk County, State of Iowa, hereinafter referred to as party of the first part, hereby Sells and Conveys unto C. C. Cook, of Booneville, Iowa of the County of Dallas, and State of Iowa, hereinafter referred to as party of the second part, the following described real estate situated in Madison County, Iowa, described as follows, to-wit:

The South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty (20) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-one (21) all in Township Seventy-seven (77) North of Range Twenty-six (26) West of the 5th P.M. Madison County, Iowa.

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

AND I do hereby covenant with the said party of the second part, heirs and assigns, that I am lawfully seized of the said premises, that the same are free from incumbrance, including any claims or demands for work, labor or materials used in the construction of any improvement, or in the process of construction on said premises, and all taxes and assessments of any nature whatsoever;

And I will WARRANT and DEFEND the same against the lawful claims and demands of all persons.

To be void upon condition that the said Harold F. Florer shall pay, or cause to be paid, to the order of said party of the second part, heirs or assigns, the sum of Twenty-one Hundred and no/100 Dollars, according to the tenor of one promissory note therefor, described as follows, to-wit: The first note being for Twenty-one Hundred and no/100 Dollars, due March 1, 1951. payable \$200.00 March 1, 1942 and each March 1, thereafter until March 1, 1951, when the final \$300.00 shall become due.

SAID FIRST PARTY shall not suffer waste; shall pay all taxes and assessments upon said property or on this mortgage or on the debt secured hereby, laid or assessed in Iowa, also personal taxes and shall deliver to said second party within ten days after any of such taxes would become delinquent receipts of the proper officers for the payment thereof; shall keep

Mortgage Record 94 Page 309
For Assignment of Annexed Mortgage See

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

premises in substantially as good repair as they are now; shall keep
 all buildings on said property during the existence of this mortgage insured against fire,
 lightning and windstorm for at least two-thirds of their value in insurance companies approved
 by said party of the second part, with policies made payable, in case of loss, to said party
 of the second part, delivering all policies and renewal receipts to second party heirs or
 assigns, and in case of default said second party may effect such insurance, and in case of
 loss to said premises said second party heirs or assigns may demand, collect and receipt for
 from the insurance companies insuring the same, any money due upon said loss, ^{and} may apply said
 amount ^{to the amount} due or to become due upon this mortgage, and this mortgage shall be sufficient warrant
 and authority therefor, and the amount received from said insurance shall either be applied
 on the debt aforesaid or in rebuilding as the holder of this mortgage shall elect.

In case of legal action for the collection of indebtedness secured hereby or any part
 thereof first party agrees to pay in addition to said attorney's fee all costs incurred by
 said second party or assigns in the commencement and prosecution of said action including the
 cost of abstract of title to said premises and this mortgage shall stand as security for
 said costs.

In case of legal action with third parties concerning the title to said premises or the
 validity or priority of the lien of this mortgage or all or any portion of the debt secured
 hereby, including any amounts which may be expended by the holder hereof under any of the
 provision hereof, first party further agrees to pay any and all attorney's fees and incidental
 costs and expenses which second party may incur in connection with such action, and or-to
 protect the title and lien aforesaid, and this mortgage shall stand as security therefor.

It is also agreed that in case the mortgagors or either of them fail, neglect or refuse
 to promptly and fully perform any and all of the acts herein agreed to be performed by them,
 time of performance being of the essence of this contract, the holder of this mortgage or the
 debt secured hereby, or of any one or more of the notes secured hereby, 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 take and hold possession of the said
 premises and rent the same, collect the rents and profits therefrom for the benefit of the
 holder of this mortgage and-or said note or notes, and such right shall in no way be barred,
 forfeited or retarded by reason of a judgment, decree or sale in foreclosure, and the right
 to have such receiver appointed, upon application as aforesaid shall exist regardless of the
 solvency or insolvency of the debtor or mortgagor and regardless of the value of the said
 mortgaged premises, or the waste, loss and destruction of the rents and profits of such
 mortgaged premises during the statutory period of redemption. The right to the appointment
 of such receiver shall be construed as auxiliary to and in aid of the lien on crops to be
 grown and the pledge of the rents and profits of said mortgaged premises as hereinbefore
 provided, and in no manner as detracting from or in derogation of said lien.

All Money paid by said second party heirs or assigns for insurance, taxes, statutory or
 other liens, and special assessments shall become a lien upon said premises and such expenses
 so extended shall become a part of the principal secured by this mortgage in addition to the
 notes above described and shall draw eight per cent interest per annum.

And it is hereby stipulated that should any interest not be paid when due, and any principal
 not be paid when due the same shall bear interest at the rate of eight per cent per annum
 and this mortgage shall stand as security therefor.

It is expressly agreed that this mortgage shall stand as security for any other indebted-
 ness the mortgagee, his heirs or assigns, may hold or acquire against said first parties, or
 either of them and it is further agreed that this mortgage shall stand as security for any

Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177612-A

of any of the property is permitted by law, then until such property has been redeemed, or until the time for redemption has expired.

IN WITNESS WHEREOF the said Parties of the first part have hereunto set their hands and seal the date herein first written.

Harry G. Egger (Seal)
Doris Egger (Seal)

STATE OF IOWA Adair COUNTY)ss:

Be it remembered that on this 12th day of February A.D. 1941, before me, the undersigned Waldo E. Don Carlos, a Notary Public in and for Adair County, Iowa, personally appeared Harry G. Egger and Doris Egger, wife to me known to be the persons named in and who executed the foregoing mortgage instrument as grantors and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

WITNESS my hand and Notarial Seal the day and year last above written.

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