

Mortgage Record No. 92, Madison County, Iowa

and State.

Omer Berry & Wife #1593 Filed for record the the 5 day
To Fee \$1.40 ✓ of March A.D.1941 at 9:09 o'clock
Des Moines Liquidiation Corp. A.M.
Pearl E. Shetterly, Recorder

IOWA MORTGAGE

THIS INDENTURE made this 1st day of March A.D.1941 between Omer Berry and Thelma Berry, Husband and Wife, of the County of Madison and State of Iowa, parties of the first part, and Des Moines Liquidation Corporation, of the County of Polk, State of Iowa, party of the second part, WITNESSETH: That the said parties of the first part, in consideration of Two Thousand and no/100 DOLLARS, the receipt whereof is hereby acknowledged, do,by these presents, SELL AND CONVEY unto the said party of the second part, and its successors and assigns, forever, the following described Real Estate situated in the County of Madison, State of Iowa, to-wit:

West Half (W.¹/₂) of the Northeast Quarter (N.E.¹/₄) and the East Half (E.¹/₂) of the Northwest Quarter (N.W.¹/₄) of Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-eight (28), West of the 5th P.M., except 3.79 Acres more or less conveyed to the State of Iowa as shown by deed recorded in Book 70, Page 122 of the deed records of Madison County, Iowa,
Subject and junior to a mortgage to the Valley Savings Bank in the amount of \$4,800.00, dated March. 1, 1941,
and also all of the rents, issues, use and profits of said real estate from now until the debt secured thereby shall be paid in full.
Said parties of the first part hereby covenant that they have good right to sell and convey said premises, and that they are free from encumbrance, and hereby warrant the title against all persons whomsoever, and waive all right of dower and homestead therein.

CONDITIONED, HOWEVER, That if Omer Berry and Thelma Berry, Husband and Wife, shall pay or cause to be paid to Des Moines Liquidation Corporation, its successors or assigns, at Valley Savings Bank, Des Moines, Iowa, or at such other place, either within or without the State, as the owner of the Note may from time to time designate, the sum of Two Thousand and no/100 DOLLARS in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, payable as follows:

\$400.00 payable March 1, 1942, 400.00 payable March 1, 1943,
400.00 payable March 1, 1944, 400.00 payable March 1, 1945,
400.00 payable March 1, 1946,

with the interest thereon, payable according to the tenor and effect of five promissory notes signed by Omer Berry and Thelma Berry payable to Des Moines Liquidation Corporation, and bearing even date with these presents; and shall promptly pay before the same shall become delinquent all taxes and special assessments of any kind, that may be laid within the State of Iowa, upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and shall procure and deliver to said party of the second part, its successors or assigns, on or before the first day of October in each and every year, duplicate receipts of the proper officers for the payment of all such taxes and assessments for the preceding year; and shall keep the buildings upon said premises constantly insured in some reliable insurance company, to be approved by the said party of the second part, its successors or assigns, to the amount of not less than Two Thousand and no/100 Dollars, the loss or damage to be made payable to said party of the second part, its successors or assigns, as its interest may

Release
For Assignment of Annexed Mortgage See
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LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177813-A

appear, and all of which insurance policies and renewal receipts shall be endorsed and delivered to said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good repair and condition as at this time, ordinary wear and tear only excepted; and shall pay all expenses and attorney's fees incurred by said second party, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to be and remain in full force.

It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, the said party of the second part, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not), may effect the insurance above provided for, and may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon from time of payment shall be a lien against said premises.

And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, promptly on maturity, or if there shall be a failure to comply with any or every condition of this mortgage, then said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and collectible at once, by foreclosure or otherwise, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the party of the second part, or its assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said first parties only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, the whole indebtedness secured by this mortgage shall draw interest at the rate of seven per cent per annum.

And it is agreed that if said note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, the parties of the first part will pay a reasonable attorney fee for any service rendered by attorneyⁱⁿ connection herewith, and all expenses incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

Provided always, that if the said first parties, their heirs, administrators or assigns shall pay or cause to be paid the said note, interest, taxes and assessments, as specified in said note and in this mortgage, and shall fully perform all the covenants and agreements herein expressed, then this mortgage shall be fully satisfied and the said second party shall release said real estate at the expense of the party of the first part.

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

Omer Berry
Thelma Berry

STATE OF IOWA Polk County, ss.

On this 1st day of March A.D. Nineteen Hundred and Forty-one, before me, Fred D Martin a Notary Public in and for Polk County, State of Iowa, personally appeared Omer Berry and Thelma

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LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177812-A

Berry, Husband and Wife, to me known to be the identical persons named in and who executed the foregoing instrument as mortgagors, and acknowledged that they executed the same as their voluntary act and deed.

Fred D Martin
Notary Public in and for said County
and State.

F. Leslie Brown, Notary Public