

Mortgage Record No. 92, Madison County, Iowa

LE FIBURE CORPORATION, CEDAR RAPIDS, IOWA 177213-A

Albert DeWitt and Fontella DeWitt #1647 in and for Madison County, Iowa.
 husband and wife, Filed for record the 6 day of March
 To Fee \$1.30 A.D. 1941 at 4:38 o'clock P.M.
 The First-Trust Joint Stock Pearl E. Shetterly, Recorder
 Land Bank of Chicago THIS IS A PURCHASE MONEY MORTGAGE PM-5563

MORTGAGE DEED IOWA

THIS INSTRUMENT, Made this 15th day of January A.D. 1941 Between Albert DeWitt and Fontella DeWitt, husband and wife, of the County of Madison and State of Iowa, parties of the first part, and The First-Trust Joint Stock Land Bank of Chicago. of Chicago, Illinois, party of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand One Hundred and No/100 (\$3,100.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, and to its successors or assigns, the following described real estate, situated in the County of Madison and State of Iowa, to wit: The North Half (N $\frac{1}{2}$) of

Northeast Quarter (NE $\frac{1}{4}$) Section 33; the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) Section 28; the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) Section 28 (except 8.8 acres constituting the Chicago, St. Paul and Kansas City Ry.), also the following described tract of land commencing at Northwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) Section 28 running thence East 7.75 chains; thence South 8.50 chains; thence West 7.75 chains; thence North 8.50 chains to the place of beginning, all of said premises being situated in Twp. 74 N., Range 27, West of the 5th P.M., containing 197.7 acres, more or less, subject to public and private roads and easements, if any.

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And also all of the rents, issues, use and profits of said land and the crops raised thereon from the date hereof until the debt secured thereby shall be fully paid.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise, appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part and its successors or assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, That if the said parties of the first part shall pay, or cause to be paid, to the said party^{or} of the second part/to its successors or assigns the principal sum of Three Thousand One Hundred and no/100 DOLLARS with interest thereon at the rate of 5-1/2 per cent per annum, according to the tenor and effect of a certain promissory note of even date herewith, executed by the said Albert DeWitt and Fontella DeWitt, husband and wife, and payable to the order of The First-Trust Joint Stock Land Bank of Chicago, at its office in the First National Bank Building, in Chicago, Illinois; both principal and interest being payable on an amortization plan in Thirty-eight equal semi-annual installments of One Hundred Thirty-One And 75/100 Dollars each, and one installment (the last to mature) of Fifty-One and 77/100 (\$51.77) Dollars, all due and payable as follows: One Hundred Thirty-One and 75/100 Dollars on the First day of September A.D. 1941, and a like sum of One Hundred Thirty-One and 75/100 (\$131.75) Dollars semi-annually thereafter on the First day of March and September in each and every year to and including the First day of March 1960, and the last installment of Fifty-one and 77/100 Dollars on the First day of September 1960, by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of seven per cent per annum on any installment which shall not have been paid when due; and shall perform all and singular the covenants herein contained, then the estate hereby granted shall cease and this mortgage become null and void, and be released at the expense of said parties of the first part.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, or its successors or assigns, in maintaining the priority of this mortgage, or in foreclosing the same.

And the said parties of the first part do further covenant and agree to pay all legal taxes and assessments levied under the laws of Iowa, on said premises, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the full insurable value in insurance companies acceptable to the said party of the second part or its successors or assigns, and assign and deliver to/^{it} all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, or its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amount paid therefor, with interest thereon from the date of payment, at the rate of seven per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

It is further agreed that the rents and profits of said real estate are hereby pledged

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as security for the payment of said debt; and that in case of foreclosure of this mortgage for any cause, the holder of same shall be entitled to have a receiver appointed to take possession of said property pending foreclosure, sale and the period of redemption, and to collect the rents of said real estate, and apply the same to the payment of said debt and interest and costs of suit.

And whereas the said parties of the first part in making application for this loan have made certain representations to the party of the second part as to the purpose or purposes for which the money loaned on this mortgage was borrowed, such representations are hereby specifically referred to and made a part of this mortgage.

And the said parties of the first part do further covenant and agree that in case of default in payment of said principal sum of money, or of any amortization installment thereof, or of interest thereon, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuation of such default, the said party of the second part, or its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon the said party of the second part, or its ^{successors or} assigns, shall be entitled to the immediate possession of said premises and the appointment of a receiver, as above provided, and may proceed to foreclose this mortgage; and in case of foreclosure, such sum as may be lawful shall be allowed by the court for attorney's fee and all costs and expenses incurred by said Bank or its attorneys, and be included in the judgment or decree.

This mortgage is made to said party of the second part as a Joint Stock Land Bank doing business under the "Federal Farm Loan Act" and the parties hereto agree to be in all respects subject to and governed by the terms and provisions of said Act.

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

Albert DeWitt
Fontella DeWitt

STATE OF IOWA County of Madison)ss.

On this 6th day of March A.D. 1941, before me Jno. N. Hartley, a Notary Public in and for Madison County, State of Iowa, personally appeared Albert DeWitt and Fontella DeWitt, husband and wife, 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.

Jno. N. Hartley
Notary Public in and for Madison County, State of Iowa
(Insert Name of County) (Insert Name of State)
My commission expires July 4th, 1942
Chicago Title & Trust Co. #1648 Filed for record the 6 day of March