

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

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

Emmett C. Cook &amp; Wife

#2064

Filed for record the 26 day of  
March A.D. 1941 at 10:26 o'clock  
A.M.

To

Fee \$1.80 ✓

Pearl E. Shetterly, Recorder  
Wilma M. Wade, Deputy

Earlham Savings Bank

## FIRST MORTGAGE

FOR THE CONSIDERATION OF Five Hundred DOLLARS the receipt of which is hereby acknowledged,  
we Emmett C. Cook and Gladys M. Cook, husband and wife of Madison County, State of Iowa and  
hereinafter referred to as Mortgagors, hereby sell, convey and warrant the title to the  
following described real property, including homestead and dower rights, unto Earlham Savings  
Bank, Earlham, Iowa Mortgagee of Madison County, State of Iowa To wit:

Lot Three (3) and the South Eleven (11) Feet of Lot Two (2), Block Two (2),  
Nicholson's Addition to the Town of Earlham

in the County of Madison and State of Iowa and also all of the rents, issues, use and profits  
of said land and the crops raised thereon from now until the debt secured thereby shall be  
paid in full.

To be void upon condition that the mortgagors shall pay or cause to be paid to the  
Mortgagee, or assigns, the consideration of Five Hundred Dollars, with interest thereon  
according to the one note of the mortgagors bearing even date herewith, and due according to note.

The mortgagors covenant to pay all taxes and assessments that shall become liens against  
said property before the same become delinquent; to keep the buildings insured against fire,  
cyclone and storm, in a reliable company selected by the mortgagee, at their insurable value,  
payable to the mortgagee as its interest may appear, the policies to be delivered to and  
remain with mortgagee; not to commit or permit waste of any kind upon said property; that the  
above described property is not incumbered and is free from liens; and to permit the abstract  
of title of said property to remain with the mortgagee.

If the mortgagors fail to pay the assessments and taxes, or fail to insure the buildings  
as agreed, the mortgagee may, at its option, pay such taxes and assessments, and insure the  
buildings and pay therefor; which sums the mortgagors agree to pay to the mortgagee with  
interest at the rate of seven per cent per annum, from date of payment, and this mortgage  
shall be security for the payment thereof.

If the mortgagors shall fail to pay principal or interest; or taxes and assessments; or  
to keep the buildings insured; or to keep and perform any other provision of this mortgage  
on their part to be kept and performed as agreed, the indebtedness hereby secured, at the  
option of the mortgagee, without demand or notice, shall become due and payable, and the  
mortgage foreclosed.

It is stipulated that the rents and profits of said property are pledged as security  
for said indebtedness and in addition to other remedies given by law, that upon filing peti-  
tion to foreclose this mortgage the court or any judge thereof, on application of the mort-  
gagee, shall appoint a receiver of said property and the rents and profits thereof during fore-  
closure and the period of redemption and apply such rents and profits to the payment of the  
costs, expenses and indebtedness.

The mortgagors agree to pay a statutory attorney's fee and the costs of continuing the  
abstract in case of foreclosure hereof, both of said items to be taxed as costs.

This mortgage binds the mortgagors, their executors and legal representatives and the  
mortgagee and its assigns.

It is expressly stipulated that this mortgage and the notes thereby secured are made  
under and are to be construed under the laws of the State of Iowa.

Dated this 25th day of March, 1941.

Emmett C. Cook  
Gladys M. Cook

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LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177813-A

STATE OF Iowa County of Madison )ss.

On this 25th day of March, A.D.1941, before me Leonard E.Welch the undersigned notary public within and for said county of Madison, personally appeared Emmett C.Cook and Gladys M.Cook, 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.

NOTARIAL  
SEAL

Leonard E.Welch.  
Notary Public in and for said County  
My commission expires on the 4th day of July,1942

Mary F.Iotz

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