

Real Estate Mortgage Record, No. 93, Madison County, Iowa

Form No. 111—Equitable Life Insurance Co., of Iowa, containing 2,031 printed words. Form F-30-103-40 27H.

MATT PARROTT & SONS CO., WATERLOO, IOWA D21478

MORTGAGE	STATE OF IOWA, Madison County, ss.
No. 2772	Filed for Record the 28 day of April
John H. Willrich and Ella Willrich,	A. D. 19 41, at 2:49 o'clock P. M.
Husband and Wife,	Pearl E. Shetterly, Recorder
TO	By, Deputy
EQUITABLE LIFE INSURANCE CO. OF IOWA	Recording Fee, \$ 2.20 ✓

THIS INDENTURE, Made and entered into this 23rd day of April A. D. 1941, by and between John H. Willrich and Ella Willrich, Husband and Wife,

of the County of Madison and State of Iowa, party of the first part, mortgagor, and the EQUITABLE LIFE INSURANCE COMPANY OF IOWA, an Iowa corporation, with its home office at Des Moines, Iowa, party of the second part, mortgagee.

WITNESSETH, That the said party of the first part for and in consideration of the sum of TWENTY-FOUR THOUSAND DOLLARS, paid by the said party of the second part, the receipt of which is hereby acknowledged, for which amount the party of first part is justly indebted to party of second part, does hereby sell, convey, grant, bargain, mortgage and warrant unto the said second party, its successors and assigns forever, the following described real estate, lands and premises, together with and including all improvements, appurtenances, rights, privileges, easements and royalties thereunto belonging or arising therefrom, situated and located in the County of Madison and State of Iowa, to-wit:

The North West Quarter (NW $\frac{1}{4}$) of Section Twenty (20) (except the South Twenty-Five (25) feet in width of the West One-Half of the North West Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$); and the West One-Half of the South East Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Eighteen (18); all in Township Seventy-Seven (77) North, Range Twenty-Nine (29), West of the 5th P.M.

Containing 239- $\frac{3}{4}$ acres, more or less;

and also all the rents, issues, uses, profits and income therefrom and the crops raised thereon from the date of this instrument until the debt secured hereby shall be paid in full. And the party of the first part does hereby release and waive all right under and benefit of all exemption and homestead laws whatsoever, in and to the lands, property and premises aforesaid.

To have and to hold the premises, real estate, lands and property above described with all the appurtenances thereunto belonging, and all estate, title, dower, right of homestead and claims whatsoever of said first party unto the said second party, its successors and assigns forever, hereby releasing and relinquishing all rights of dower and homestead therein.

And the said first party does hereby covenant to and with the second party, its successors and assigns, that they are lawfully seized in fee of the premises aforesaid; that the said premises are free and clear of all encumbrances, liens, mortgages and taxes; and that they will forever warrant and defend the title hereto against the lawful claims of all persons whomsoever.

Provided, however, that if the first party shall pay, or cause to be paid to the second party, its successors or assigns, the full amount of the principal and interest at the time, place and in the manner as provided in the certain promissory note of even date herewith, executed by John H. Willrich and Ella Willrich, Husband and Wife,

payable to the EQUITABLE LIFE INSURANCE COMPANY OF IOWA in the sum of \$24,000.00 with interest as provided in said note, until maturity, payable semi-annually and with interest after maturity at seven per cent, payable semi-annually, and shall keep and perform, all and singular, the covenants and agreements herein contained for said first party to keep and perform, then, These Presents To Be Void, otherwise to remain in full force and effect.

First party for themselves and their heirs, executors, administrators and grantees hereby covenants and agrees with second party, its successors and assigns as follows:

First. To pay or cause to be paid the principal sum and interest above specified in the 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 second party in maintaining the priority of this mortgage or in foreclosing the same or in defending any action affecting the title to said property.

Second. To pay all taxes, assessments and other charges which are now a lien or may hereafter become a lien or may hereafter be levied or assessed upon or against the said premises or any part thereof or on this mortgage or the debt secured hereby or on the lien hereby created, together with any other taxes or assessments which may be levied against the mortgage or the debt secured hereby or on the lien hereby created, the same shall become delinquent before the same shall become delinquent.

My commission expires on the _____ day of _____, 19__.