

Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

Mrs Eleanore Farlow

#3836

Filed for record the 25 day of June A.D.1941 at 4:28 o'clock P.M.

To

Fee \$.80 ✓

Edna Daggett Hill

Pearl E. Shetterly, Recorder

IOWA FARM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS

That Eleanor Farlow, single, of the County of Madison

Book of Annexed Mortgage 94 Page 259

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LE FÉBURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

and State of Iowa, the Mortgagor, in consideration of the sum of One Hundred & 00/100 (\$100.00) Dollars, in hand paid, does hereby sell and convey unto Edna Daggett Hill the Mortgagee, the following described premises, situated in the County of Madison State of Iowa, to-wit: The undivided one-half interest in and to the following described land, to-wit:

Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Nine (9); and the East Thirty-three (E 33) Acres of Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16) all in Township Seventy-five (75) North, of Range Twenty-six (26) West of the 5th P.M., subject to an encumbrance of record thereon in the sum of Five Hundred & 00/100 (\$500.00) Dollars.

which the Mortgagor declares to belong to her under legal title.

The intention being to convey hereby an absolute title, in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the Mortgagee, and to her heirs or assigns forever; PROVIDED always, and these presents are upon the express condition that if the Mortgagor, her heirs, executors or administrators shall pay, or cause to be paid to the Mortgagee, her heirs, executors, administrators or assigns, the sum of ONE HUNDRED & 00/100 (\$100.00) DOLLARS with interest thereon at the rate of seven Per Cent Per Annum, and until the same is fully paid, according to the tenor and effect of the one interest Note of the Mortgagor, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment of the said interest or principal, or any part thereof, for the space of thirty days after the same becomes due; or in the non-payment of any taxes assessed against the Real Estate herein mortgaged until the same shall have become delinquent; or in case any statement herein shall prove to be untrue, then the whole principal sum and interest shall become due and payable, and this mortgage may be, at the option of the Mortgagee or her assigns, foreclosed at once.

And it is further agreed, that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fees, and to be taxed as part of the cost of foreclosing, and that the entire cost of such foreclosure shall be paid by the Mortgagor.

The Mortgagor declares that the said premises are free from all incumbrances, except that mentioned above, taxes or assessment, and agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from the date hereof until the sum shall be fully paid as aforesaid, before the same shall become delinquent, and in case they are not so paid, the Mortgagee shall have the right to pay such taxes and assessments, or redeem from tax sales, and be entitled to interest at the rate of eight per cent per annum on the amount so paid, and this mortgage shall stand as security for said taxes and interest so paid.

The Mortgagor hereby agrees to insure the buildings on said premises to the amount of Dollars, loss, if any, payable to the Mortgagee or her assigns, as ... interest may appear, and continue such insurance until this mortgage is paid. And any failure to do so shall authorize the holder of this mortgage to effect such insurance at the expense of the Mortgagor, and all sums of money so expended, with interest at eight per cent thereon, shall be a lien under this mortgage on said premises.

And it is further agreed, that in the event of the commencement of an action to foreclose this mortgage, the Mortgagee, or her assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take possession, and control and preserve the same, and rents and profits thereof, for the payment of the mortgaged debt, and receiver's costs and expenses, and may discharge such duties as are reasonably incumbent upon a receiver.

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And the said hereby relinquishes all rights of any kind whatsoever, in and to the above described premises, including right of dower.

Dated this 25th day of June A.D.1941.

Mrs Eleanore Farlow

STATE OF IOWA County of Madison)ss

On this 25th day of June A.D.1941 before me W.T.Guiher, a Notary Public in and for Madison County, Iowa, personally appeared Eleanor Farlow, single, to me personally known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

In TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written at Winterset, Iowa.

W.T.Guiher
Notary Public in and for said county.