

Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 577618-A

(Separate Form of Acknowledgment)

Notary Public in and for said last mentioned County.

Zeller Graham, wife, et al.,

#4089

Filed for Record the 11 day of
July A.D.1941 at 2:00 o'clock
P.M.

To

Fee \$ 1.10 ✓

Pearl E. Shetterly, Recorder

Harry E. Burch

M O R T G A G E

THIS MORTGAGE, made this 17th day of June, A.D.1941, by and between CLIMPTON T. GRAHAM and wife, EMMA R. GRAHAM of Carroll County, State of Indiana; and ZELLER GRAHAM and wife, MARY GRAHAM, of the County of Madison, State of Iowa hereinafter called the Mortgagors, and Harry E. Burch hereinafter called the Mortgagee.

WITNESSETH: That the Mortgagors, in consideration of the sum of Sixteen Hundred & no/100 (\$1600.00) DOLLARS, paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee, Harry E. Burch or assigns, the following tracts of land in the County of Madison, State of Iowa, to-wit:

- . A tract of land lying and being in Section Seventeen (17), Township Seventy-five (75) North, Range 28 West bounded and described as follows: Commencing at the Southeast corner of said Section, running thence North until within 20 rods of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section, thence West 80 rods, thence South until it intersects the center of the channel of Middle River thence down the center of the channel of Middle River until it intersects the section line of said Section 17, thence East to the place of beginning; said land being 80 rods wide in the middle until it intersects Middle River, containing 100 acres more or less. Also, the following described tract in said section, to-wit: Commencing on the line between the East and West halves of the Southeast Quarter (1/4) of said Section 17, at a rock planted in the ground thence West 8 rods and 21 links, thence South 70 rods to the center of Middle River, thence East 8 rods and 21 links, thence North 70 rods to the place of beginning, containing about three acres and 84/100 of an acre, all in Section Seventeen (17), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Iowa.

15
August 14
Harry E. Burch
Witnessed by Pearl E. Shetterly
Recorder

Zeller Graham and wife, Mary Graham, are to be liable for One Thousand Dollars of said amount and Climpton T. Graham and wife, Emma R. Graham are to be liable for Six Hundred Dollars of said amount.

containing in all 103.84 acres, with all appurtenances thereto belonging; and also all the rents, issues, use, and profits of said land and the crops raised thereon from now until the debt secured hereby shall be paid in full.

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and hereby expressly waive the platting and recording of homestead in case of foreclosure and sale thereunder, and agree that said premises may be sold in one tract at such foreclosure sale.

TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee, Harry E. Burch or assigns, the sum of Sixteen Hundred and no/100 (\$1600.00) DOLLARS, on the 17th day of June, A.D.1951, Option is given Mortgagors to pay One Hundred Dollars or any multiple thereof on any interest paying date, with interest according to the tenor and effect of the one certain promissory note of the said Climpton T. Graham and wife, Emma R. Graham; and Zeller Graham and wife, Mary Graham, dated June 17th, 1941, principal and interest payable at the home of Harry E. Burch

It is further agreed that the Mortgagors shall keep the buildings on said real estate

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insured in some responsible company or companies, satisfactory to Mortgagee, for the use and security of the Mortgagee, in a sum not less than their insurable value, and deliver to the Mortgagee the policies and renewal receipts.

The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises, and interest on all prior liens, if any, as the same become due; if Mortgagors fail either to pay such taxes or interest, or promptly to effect such insurance, then the Mortgagee may do so; and should the Mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the Mortgagee the payment and recovery of all money, costs, expenses, or advancements incurred or made necessary thereby, and shall also secure all money advanced for taxes, interest, and insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon from the date of such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the Mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument without any preference, priority, or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee, Harry E. Burch or assigns, filing a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall at the commencement of said action, or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property and collect and receive said rents and profits, and apply the same to the payment of said debt; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property, or any part thereof, is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first herein written.

Climpton T Graham
Emma R Graham

Zeller Graham
Mary Graham

STATE OF IOWA MADISON COUNTY. ss.

On this 11 day of July A.D. 1941, before me, the undersigned, a Notary Public in and for Madison County, Iowa personally appeared Zeller Graham and wife, Mary Graham, 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.

WITNESS my hand and Official Seal the day and year last above written.

(Notarial Seal)

J W McKee
Notary Public in and for Madison County, Iowa

State of Indiana : Carroll County : ss

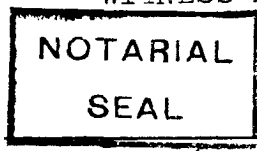
On the 9 day of July A.D. 1941, before the undersigned, a Notary Public in and for the County of Carroll, State of Indiana, personally appeared Climpton T. Graham and wife,

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Emma R.Graham, to me known to be the persons named in and who executed the foregoing instru-
ment, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and Offical Seal the day and year last above written.



G.V.Brown.
Notary Public in and for Carroll County, Indiana
My commission expires Sept. 1, 1944

Edward Forrett Clara Forrett, his wife #4094 Filed for record the 11 day of