

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177813-A

The East Half of the Northwest Quarter and the Northeast Quarter of the

SEAL

Notary Public in and ... Hamilton County,  
State of Ohio  
My commission expires July 15, 1942.

H.C.Collins and Hanna Collins  
To  
Pauline D. Rachofsky

#4297  
Fee \$1.50 ✓

Filed for record the 28 day of  
July A.D.1941 at 9:32 o'clock  
A.M.  
Pearl E. Shetterly, Recorder

M O R T G A G E

THIS INDENTURE, Made and entered into this 22nd day of July A.D.,1941, by and between  
H.C.Collins and Hanna Collins, husband and wife of the County of Greene and State of Iowa  
party of the first part, mortgagor and Pauline D. Rachofsky of the County of Greene and  
State of Iowa, party of the second part, mortgagee.

WITNESSETH, That the said party of the first part for and in consideration of the sum of  
Three thousand and No/100 (\$3,000.00) DOLLARS, paid by the said party of the second part, the  
receipt of which is hereby acknowledged, does hereby sell and convey unto the said second  
party, its successors and assigns forever, the following described real estate situated in  
the County of Madison and State of Iowa, to-wit:

East Half of the Northeast Quarter (E<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub>) of Section Eighteen (18), and the  
South Half of the Southeast Quarter (S<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>) of Section Seven (7), all in  
Township Seventy-four (74) North, Range Twenty-nine (29)

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,  
same to be operative as a chattel mortgage upon such rents, uses profits and income, and  
upon all crops grown and raised upon said real estate until the debt secured hereby is fully  
paid; and such chattel mortgage shall be considered as a covenant and incumbrance running  
with the land, and the title thereto, and shall be binding upon any heir at law, legatee,  
assignee, devisee or successor of the mortgagors as to any rights or title to said real  
estate, and as to the crops planted thereon, and to the rents, issues and profits therefrom,

Release  
of Annexed Mortgage See  
Mortgage Record  
94 Page 477

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

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177818-A

during the period above specified.

To have and to hold the premises 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.

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, unless otherwise excepted herein; 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 one promissory note of even date herewith, payable to Pauline D. Rachofsky as follows, viz: \$3,000.00 on the 1st day of August, 1951 with interest at the rate of 4 per cent per annum, 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 be levied or assessed upon or against the said premises or any part thereof or on this mortgage or the debt secured thereby before the same shall become delinquent.

Third. To keep the buildings erected, or at any time hereafter erected upon said property, insured against loss or damage by fire, lightning, and tornado in a sum not less than \$2500.00 loss if any, payable to second party or its assigns, such insurance to be obtained in companies satisfactory to second party; to pay premiums for such insurance when the policies are issued and deliver such policies and all renewals to second party.

Fourth. To keep all improvements now upon or hereafter erected on the said premises in good condition and repair and will not commit or permit waste of the premises hereby mortgaged nor use or allow same to be used for any unlawful purpose.

Fifth. That should first party fail to pay said taxes, charges, or assessments or to effect and maintain said fire and tornado insurance, or suffer waste or permit said premises to be used for any unlawful purpose, then the second party may pay such taxes, charges and assessments, may purchase insurance, may redeem from tax sale, may enjoin any waste or removal of improvements or use of said property for any unlawful purposes and any moneys so expended shall be repaid to second party, its successors or assigns, with interest at eight per cent per annum, and all such expenditures shall be secured by this mortgage and shall be collectible as a part of and in the same manner as the principal sum hereby secured.

Sixth. And it is further agreed between the parties hereto that if default shall be made in payment of the debt secured by this mortgage, or any part thereof, either principal or interest, as the same matures or if first party allow the taxes or assessments or other

Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177818-A

charges on the said mortgaged property, or any part thereof, to become delinquent; or remove or suffer to be removed any buildings, fences, or other improvements therefrom; or fail to keep said buildings, fences and all other improvements that are now on said property, or that may hereafter at any<sup>or</sup>time be placed thereon, in good repair; or fail to keep the buildings now erected, or hereafter to be erected on said property insured against loss or damage by fire and lightning and tornado, payable as above provided; or fail to pay the insurance premiums when the contemplated policies are issued; or fail to deliver such policies or any renewals thereof, to second party or its assigns; or use or permit said property to be used for any unlawful purpose, or do any other act whereby the value of said property shall be deminished; or if any suit be brought by any person, affecting in any manner, the title of first party/wherein a lien is claimed superior to this mortgage or affecting in any manner its validity, then upon the happening of any of said contingencies, at the option of second party, or its assigns, the whole indebtedness secured hereby shall without notice immediately become due and collectible; and the second party or its assigns may proceed at once, or at any time later, to foreclose this mortgage.

Seventh. It is further agreed that the rents and profits of said real estate are hereby pledged as security for payment of said debt; and that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, either before or on the commencement of an action to foreclose this mortgage or at any time thereafter, shall be entitled to the appointment of a receiver who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom for the benefit of the said mortgagee, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee shall exist regardless of the fact of the solvency or insolvency of the debtor or mortgagor, and regardless of the value of said mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises, and regardless of any claimed homestead interest by mortgagors or their heirs, devisees, grantees or successors, during the statutory period of redemption.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written.

In Presence of  
.....  
H.C.Collins  
Hanna Collins

STATE OF IOWA COUNTY OF GREENE)SS.

On this 22nd day of July, A.D.,1941, before me, the undersigned, a Notary Public in and for Greene County, State of Iowa, personally appeared H.C.Collins and Hanna Collins, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my official signature and seal of office at Jefferson, Iowa, the day and year last above written.  

NOTARIAL  
SEAL

G. Wm. Dunlop.  
Notary Public in and for said County  
and State