

Mortgage Record No. 92, Madison County, Iowa

S.A.Alexander

To

Etha B. Koehler

KNOW ALL MEN BY THESE PRESENTS:/

Release
For Assignment of Annexed Mortgage ~~Sec~~ #4836
Mortgage Record 97 Page 291 Fee \$ 1.10 ✓
That

M O R T G A G E

S.A.Alexander (Unmarried) of Madison County, and State of

Filed for record the 28 day of
August A.D.1941 at 10:25 o'clock
A.M.

Pearl E. Shetterly, Recorder

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Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

Iowa in consideration of the sum of One Thousand #(\$1,000.00) Dollars, in hand paid by Etha B. Koehler of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said Etha B. Koehler the following described premises situated in the County of Madison and State of Iowa to-wit:

My Undivided One-half Interest in and to the following described parcels of land;-

The East One-half Of the North-west Quarter,
The East Thirty (30) Acres of the West One-half of the
North-west Quarter, and
The North-east Quarter of the South-west Quarter, All being in Section Twenty-three
(23), in Township Seventy-Seven (77) North, Range Twenty-seven (27), West
of the Fifth Principal Meridian, Madison County, Iowa,

and containing in all 75 acres, more or less, according to the government survey thereof,
and the rents, issues and profits thereof.

And I hereby covenant with the said Etha B. Koehler that I hold said premises by title
in fee simple; that I have good right and lawful authority to sell and convey the same;
that they are free and clear of all liens and encumbrances whatsoever; and I covenant to
WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever;
and the said hereby relinquish ... right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said
S.A.Alexander heirs, executors or administrators shall pay or cause to be paid to the said
Etha B. Koehler heirs, executors and administrators or assigns, the sum of One Thousand #
(\$1,000.00) Dollars, on the First day of September 1946 Dollars, on the ... day of ...
19..Dollars, on the day of 19.. with interest thereon from Sept 1,
1941 at Five per cent according to the tenor and effect of the One promissory note of the
said S.A.Alexander payable to Etha B. Koehler bearing date August 27, 1941 then these pres-
ents to be void, otherwise to remain in full force.

It is hereby agreed that said S.A.Alexander shall pay all taxes and assessments levied
upon said real estate before the same shall become delinquent, and in case not so paid, the
holder of this mortgage may pay such taxes or assessments and be entitled to interest on the
same at the rate of six per cent per annum, and this mortgage shall stand as security for
such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said S.A.Alexander shall keep
the buildings thereon insured in some responsible company or companies which shall be satis-
factory to the holder of this mortgage for the use and security of said mortgagee in the
sum of not less than \$1,000.00, and shall deliver the policies and renewal receipts there-
for to said mortgagee, and if the said S.A.Alexander fails to effect such insurance in
manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such
purposes by the mortgagee shall be recovered from S.A.Alexander with six per cent per
annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue
of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of
money, or any part thereof, or the interest thereon, when due and payable, said second party
his heirs, successors or assigns, shall have, from the date of such default made, as addit-
ional security for the sums of money secured by this mortgage, a lien on all crops there-
after raised on said Real Estate and all rents and profits thereafter accruing thereon, and
shall be, and hereby is authorized to take immediate possession of said property, and to
rent the same, and shall be held liable to account to said first party only for the net
profits thereof. It is also agreed that the taking possession thereof as above provided
shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

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LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177819-A

It is further agreed that in the event action is brought to foreclose this mortgage that a receiver shall be appointed by the Court to take possession of said premises and to apply the rents, issues and profits derived therefrom, less the costs and expenses of receivership, to the payment of taxes on said real estate and upon the indebtedness secured by this mortgage.

That if the said S.A.Alexander allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if he fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in Thirty days thereafter; and the mortgagee her heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said S.A.Alexander in addition to the amount of said debt, interest and costs, agrees to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 27th day of August, 1941

S.A.Alexander

STATE OF IOWA DALLAS County,SS.

On this 27th day of August A.D.,1941, before me Clarence Dunn a Notary Public in and for Dallas County, Iowa, personally appeared S.A.Alexander (Unmarried) to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that ~~he executed~~ the same as his voluntary act and deed.



Clarence Dunn
Notary Public in and for Dallas County,
Iowa. _____x