

Mortgage Record No. 92, Madison County, Iowa

Marion Westphal and Mary Westphal, husband and wife,
To
Dallas County State Bank

#5979
Fee \$ 1.10✓

1941
Filed for record the 2 day of December
A.D. 1941 at 10:45 o'clock A.M.
Pearl E. Shetterly, Recorder

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Marion Westphal and Mary Westphal, husband and wife, of Madison County, and State of Iowa, in consideration of the sum of Six thousand and no/100 (\$6000.00) DOLLARS, in hand paid by Dallas County State Bank of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Dallas County State Bank the following described premises situated in the County of Dallas and Madison and State of Iowa to-wit:

East Fractional One-Half (Efr $\frac{1}{2}$) of the Northeast fractional quarter (NEfr $\frac{1}{4}$) of Section Four (4) in Township Seventy-seven (77) North, of Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and,

The East One-half (E $\frac{1}{2}$) of the South East Quarter (SE $\frac{1}{4}$) of Section Thirty-three (33) in Township Seventy-eight (78) North of Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa,

and containing in all 160 acres, more or less, according to the government survey thereof, and the rents, issues and profits thereof.

And we hereby covenant with the said Dallas County State Bank that we hold said premises by title in fee simple; that we 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 we covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever; and the said Mary Westphal hereby relinquishes her right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Marion Westphal and Mary Westphal, their heirs, executors or administrators shall pay or cause to be paid to the said Dallas County State Bank, its heirs, executors and administrators or assigns, the sum of Six thousand and no/100 (\$6000.00) Dollars, on the 1st day of November 1951, with interest thereon at four per cent according to the tenor and effect of the eleven

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LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177612-A

promissory notes of the said Marion Westphal and Mary Westphal payable to ~~the~~ Dallas County State Bank bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Marion Westphal and Mary Westphal 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 eight 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 Marion Westphal and Mary Westphal shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$ full coverage, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said Marion Westphal and Mary Westphal, fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount ~~so~~ paid for such purposes by the mortgagee shall be recovered from Marion Westphal and Mary Westphal with eight 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 additional security for the sums of money secured by this mortgage, a lien on all crops thereafter 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.

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.

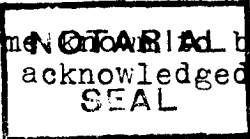
That if the said Marion Westphal and Mary Westphal allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in thirty days thereafter; and the mortgagee its 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 Marion Westphal and Mary Westphal in addition to the amount of said debt, interest and costs, agree 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 1st day of December, 1941.

Marion Westphal
Mary Westphal

STATE OF IOWA Dallas County, SS.

On this 1st day of December A.D., 1941, before me Russell Horn a Notary Public in and for Dallas County, Iowa, personally appeared Marion Westphal and Mary Westphal, husband and wife, to ~~me~~ **NOTARIAL** 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.



Russell Horn Notary Public
In and for Dallas County.