MATT PARROTT & SONS CO., WATERLOO, IOWA C13238

County, Iowa

Form No. 31-E Ætna Life Insurance Company, Form 5021B, Revised June 1934, containing 2916 printed words.

			STATE OF IOWA, Madison County, ss.	
	ÆTNA LIFE INSURANCE COMPANY	661	Filed for Record the 8 day of February  A. D. 1941, at 1:23 o'clock P. M.	
	of Hartford, Connecticut		Doorl R Shottonly	Recorder
	WITH	,	#977 By.	
Curtis W	V.Howell, et al		Recording Fee, \$Z 90 /	
		'	Indexed as Chattel Mortgage in Book 20 at Page	
			Pearl E. Shetterly	, Recorder
nade by	Mary E. Howell; Curtis	W. Howe	, Connecticut, herein sometimes styled "Second Party", holds a certain profile and Della A. Howell  lated the 29th day of April 19 24 pay heretofore extended to 0 ctober rd, Connecticut, on the first day of October	
oy a mortgage of ipon certain prei	even date therewith, recorded in Book77. mises situated in said county, reference being a	nce in Hartion , page expressly mad	436 , Mortgage Records of Madison Colle to the said record of said mortgage for a more particular description of said	ounty, Iowa, d mortgaged
remises; and,	Curtis W.Howell and De	ella A.	Howell, his wife, and	
,				
(1) First Paramount of aining for ctober, 1	artiespromise to pay the pro \$4000., with interest at rom time to time unpaid, i 941,\$500.on each succeedi on October 1st,1945, which	sent un 5% per in insta ing Octo i said r	e of payment of the mortgage indebtedness, as evidenced by said promissory is, and each of them, do hereby expressly covenant and agree with Second Party apaid balance on said promissory note in annum from October 1st,1940 on the balance aliments as follows:\$300.on the first depoter 1st for three years, and a final payments shall be first applied to interest principal and interest are payable in the cica. Each installment hereunder shall of	the ance re- y of yment of there then
interest	after due, at the rate of	of 7% pe	er annum. Dan d	, 19
	•		upon all such mistallments until the due dates thereof, as above specified, a	
icht ner cent ne	r annum on any and all such interest notes and	<del>l all such inst</del>	erest notes executed by First Parties and bearing even date herewith, and wit tallments from such due dates thereof until pald, all such histallments of pand	cipal and all
nterest to be pair	d in gold com of the United States of America to ord, Connecticus.—	of the present	legal standard of weight and fineness to the ÆI'NA LIFE INSURANCE CO	MPANY at
rances and that	there are no outstanding tax liens thereon or u	inredeemed ta	e estate in fee simple in said mortgaged premises, that the same are free fron ax sales thereon, or tax sale certificates unredeemed and outstanding thereon,	n all encum- and that no
ghts are outstan	nding under any mechanic's lien affecting said p	remises.	ments in said mortgage to be performed by the mortgagor, except as they may	
y the provisions	s hereof, which are to govern in all cases.	_		
ther upon the p (5) First Pa ind and tornado	property or upon the note, or notes given in ren- carties will keep the buildings now on said land, o in insurance companies approved by Second Pa	ewal thereof, l , and which m rty, or assigns	d general assessments and taxes levied under any law of the United States or of before the same become delinquent, and will protect the priority of this lien. nay be placed thereon, insured for their full insurable value against loss by firs, with standard form of mortgage clause with the contribution attached in favour renewal receipts to Second Party prior to expiration.	e, lightning,
(6) First Pa	arties authorize Second Party, or assigns, at its	choice, to coll	lect, adjust and compromise any losses under any insurance policies on said pr	roperty, and
econd Party und (7) First Pa	der mortgage; or (2) to restoring the improvement arties authorize Second Party, or assigns, at its	ents; or (3) to election, to co	(1) as a credit upon the mortgage debt, interest or repayment of any amount as deliver the same to owner of said property.  ollect all sums that may become due under any mineral lease, rental contract above in Paragraph (6), and the lessee, grantee or assignee is hereby directed	or easement
evenues and ben	nefits to Second Party, or assigns.	•	ation and prevent noxious weeds from spreading on said land, and will, by adeq	
g and draining, tv. sell no timbe	fully protect said land from deterioration. Finer, gravel, oil, gas or other minerals therefrom v	est Parties will without the wi	ll permit no waste, cut no timber except for the actual need of the occupants of ritten consent of the Second Party, and will neither commit nor suffer any act	of said prop-
(9) Second	Party and its assigns shall have control of all o	operations of a	which may be placed thereon in good state of repair.  an agricultural nature on the mortgaged premises, and may supervise the fard control shall continue until the mortgage indebtedness is fully paid, and sha	ming of said
ne manner of far	rming the farm, the fields to be cultivated and t	${ m the\ crops\ to\ be}$	pe raised thereon.	
er: and the secu	rity thereof shall not affect or be affected by a	ny other secur	by the record owner of said note or notes without affecting the lien thereof on rity taken for the same indebtedness, or any part thereof, and the taking of a	dditional se-
	rser, surety or security.		my part thereof, shall, at no time, release or impair the security thereof or the	•
	I Party shall have the power, at its election, to	ced by Second and with inte	e things which First Parties herein obligate themselves to do and perform, if I	
(11) Second all fail to perform to be secured by arty shall be substators or assigns, ergunder to declarations.	brogated to all the rights and equities and liens on the performance of any act, matter or thing lare the entire indebtedness secured hereby to	discharged by therein agreed be due and pa	d Party shall be a charge against First Parties and shall constitute a lien on states at the rate of eight per cent per annum from the date of such payment; the amount expended hereunder. In event of any default by first parties, he d to be done or performed by first parties on account of which second party, he ayable at once, second party, shall have and is hereby granted the right if it ecome due and before becoming delinquent, all sums so paid to become a part at at a training of the per annum from date of payment.	aid premises and Second irs, adminis- as the right
(11) Second all fail to perform the secured by arty shall be substators or assigns, ereunder to deel ay any taxes or reured by this m	brogated to all the rights and equities and liens on the performance of any act, matter or thing lare the entire indebtedness secured hereby to assessments a lien upon said land at any time nortgage and to become due and payable at once Parties will not seil said land unless the purchase.	discharged by therein agreed be due and parter same be the with interest of the contract of th	the amount expended hereunder. In event of any default by first parties, he d to be done or performed by first parties on account of which second party, he ayable at once, second party, shall have and is hereby granted the right if it ecome due and before becoming delinquent, all sums so paid to become a part at a value per cent per annum from date of payment.  The consideration agrees to assume the payment of said indebtedness secured by	aid premises and Second irs, adminis- as the right so elects, to t of the debt
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(11) Second all fail to perform the secured by arty shall be substant or assigns, ereunder to deel ay any taxes or secured by this medical to be applied and one year with the deel and the deel a	brogated to all the rights and equities and liens of in the performance of any act, matter or thing lare the entire indebtedness secured hereby to assessments a lien upon said land at any time nortgage and to become due and payable at one Parties will not seil said land unless the purchased shall so provide; and will not grant any ease thout the written consent of the note owner, and do not the indebtedness secured by said mortgage indebtedness is collected through legal proceed dence and abstract of title. If an action is browed in any court, the First Parties shall pay Parties agree that in case of default in the performencement of an action to foreclose said mortgaged has hall be entitled to the appointment of a receiver appointed shall exist regardless of the value of said mortgaged premises or the sufficient, provided said indebtedness is not sooner parties agree that if any of the mortgaged premise parties, or assigns, of the institution of such procupant due shall be paid to Second Party, or assigns instituted for the establishment of any ditcherates agree that if remittance in payment of packed or draft may be handled for collection in the amount due is actually received by the Competition of the contained, or as modified by this instrument, are of principal of the aforesaid promissory note of the AGREED that should there be at any the extension agreement to be kept and performent, is extension agreement to be kept and performent, is not paid when due, or should any default of the remission agreement to take immediate process, is not paid when due, or should any default of the remission agreement to the condition or control thereupon become due and payable, at the election of Party is authorized to take immediate process as provided in Paragraph (14) herein, and so the EXPRESSLY AGREED that First Parties of this instrument until the debt secured by sa	discharged by herein agreed by herein agreed be due and parafetr same be see with interest are part of the ment on said if rented for continuous to force a reasonable areasonable areason	the amount expended hereunder. In event of any default by first parties, he do to be done or performed by first parties on account of which second party, ayable at once, second party, shall have and is hereby granted the right if it come due and before becoming delinquent, all sums so paid to become a part state and the performent. The consideration agrees to assume the payment of said indebtedness secured by land without the joinder therein of the note owner, nor rent said land for a leash, rental payable in advance, such rental shall, at the option of the note owner shall be added as part of the debt secured by said mortgage the expense close said mortgage, or if the mortgage shall be placed in the hands of an att attorney's fee, and said fee shall be a further lien upon said premises and secure of every covenant or agreement herein made or contained, Second Party, or assigns, or attitled to the immediate possession of said mortgaged premises and of all crops pourt or a judge thereof to take possession of said premises and the crops growing said premises and apply the net proceeds thereof on said indebtedness, and eason of a judgment, decree or sale in such foreclosure, and the right to take sence or insolvency of First Parties or any parties liable for the payment of said certified to the payment of said debt, and such rights shall continue during the sement therein is taken by virtue of the law of eminent domain, First Parties of any attempted purchase, or of the appropriation of said property or any ease and the order of the said indebtedness. First Parties also agree to notify Second Part istrict comprising any part of said mortgaged premises.  LIFE INSURANCE COMPANY hereby agrees to and does extend the time of the payment of any installment of principal or interest on any junior lien on said repayment of any installment of principal or interest on any junior lien on said to prove the payments of the indebtedness, payment of which is secured by said mortgaged premises and of all crops growing or stored th	aid premises and Second irs, adminishas the right so elects, to to find the debt of the debt of the debt of procuring orney, or be ured by said either before s growing or stored to rent said such possessid debt, and he statutory will promptement thereshich may be by or assigns to the conherefor shall ortgage and of payment first Parties, ained in said demottage, if mortgaged id entire independent of the conherefor shall the of such dehave all the adebtedness, arranged in the conherest of the co

out which such extension of time of payment would not have been granted.

If any provision of this agreement is held to be void, it shall not affect the validity of any other provision herein. Prepayment option: \$100.or any multiple thereof may be prepaid on any day, and all such prepayments shall be credited so as to reduce the final installment hereunder, after first deducting earned interest to the date of such payment.

All of the agreements, covenants, provisions and conditions in said mortgage and in this instrument contained shall run with the land and be binding upon the heirs, executors, administrators and assigns of First Parties and shall inure to the benefit of Second Party, its successors and assigns.

Notwithstanding any indulgence or extension by Second Party in case of default under this agreement. Second Party may destruct the units and assigns. Notwithstanding any indulgence or extension by Second Party in case of default under this agreement, Second Party may declare the entire mortgage indebtedness due and commence foreclosure in case of subsequent breach of any stipulation, promise or covenant herein contained.

"He is agreed that, wherever in the foregoing instrument, payment of the debt is expressed to be payable in "Gold Coin", or similar language, such provision is amended to require that "both principal and interest shall be payable in the most valuable legal tender of the United States of America, surest entire the due, or its aquivalent in value in other currency of said United States."—"This amendatory provision is added and made a part of this agreement before the execution thereof."

On this 6th  NOSEARIAL  SEAL  My commission expires J  STATE OF IOWA,	personally appearedCURTIS_WHOWELL_ and _I	Ernestine M. Handel  in and for Madison County, Iowa.  19, before me, a Notary Public in and for said County and State,  to me known to be the identical person  wledged that executed the same as voluntary act
On this 6th  NOSEARIAL  SEAL  My commission expires J  STATE OF IOWA,  On this d	day of December , A. D., personally appeared CURTIS W. HOWELL and I MARY E. HOWELL, a widow, and who executed the foregoing instrument, and acknowledged the WITNESS my hand and official seal on the day and year la Notary Public VIJ 4 , 1942.  County, ss.  ay of , A. D., personally appeared , A. D., personally appeared	DELLA A. HOWELL, his wife, and
On this 6th  NOSEARIAL  SEAL  My commission expires J  STATE OF IOWA,	day of December , A. D., personally appeared CURTIS W. HOWELL and I MARY E. HOWELL, a widow, and who executed the foregoing instrument, and acknowledged the WITNESS my hand and official seal on the day and year la Notary Public Ly 4 , 1942.  County, ss. ay of , A. D., personally appeared	DELLA A. HOWELL, his wife, and to me known to be the identical personS named in at they executed the same as their voluntary act and deed. It above written.  Ernestine M. Handel in and for Madison County, Iowa.  They executed the same as their voluntary act and deed.  County, Iowa.
On this 6th  NOSEARIAL  SEAL  My commission expires J  STATE OF IOWA,	day of December , A. D., personally appeared CURTIS W. HOWELL and I MARY E. HOWELL, a widow, and who executed the foregoing instrument, and acknowledged the WITNESS my hand and official seal on the day and year la Notary Public Uly 4 , 1942	DELLA A. HOWELL, his wife, and to me known to be the identical persons named in at they executed the same as their voluntary act and deed. It above written.  Ernestine M. Handel in and for Madison County, Iowa.
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	day of December , A. D., personally appeared CURTIS W. HOWELL and I MARY E. HOWELL, a widow,	DELLA A. HOWELL, his wife, and, to me known to be the identical person S. named in
	day of, A. D.,	
		1940, before me. a Notary Public in and for said County and State
_		
wiy commission expires_J_J_II	uary 31,, 1944	
M. Tan	NA. IT was	nartiora and State of Connecticut.
		H B Cotton  Notary Public in and for the County of Hartford and State of Connecticut.
Notarial SEAL	WITNESS my hand and official seal on the day and year la	
Notarial	execution of said instrument to be the voluntary act and deed o ecuted.	rray Waters acknowledged the said ÆTNA LIFE INSURANCE COMPANY, by it voluntarily ex-
	affixed to said instrument is the seal of said corporation and that	said instrument was signed and sealed on behalf of said corporation by
appeared	by me duly sworn, did say that he is Vice-President of said A	TNA LIFE INSURANCE COMPANY, a corporation; that the seal
		efore me, a Notary Public in and for said County and State, personally
STATE OF CONNECTICUT	, Hartford County, ss.	
First 1	Parties.	First Parties.
		Mary E. Howell
		Della A. Howell
		Curtis W Howell
(CORPORATE SE	AL)	By Murray Waters , Vice-President Second Party.
	k.	·
		TOTAL TIPE INCUE ANCE COMPANY
	F, the parties hereto have	at signed and sealed this instrument, on thel6THday of