

Mortgage Record No. 94, Madison County, Iowa

Winterset Madisonian, B-1912

Nellie E. Brown Miller and Clinton Miller
To
Earl Meyer

#1137
Fee \$1.10

Union County, State of Iowa.
Filed for record the 3 day of March
A.D. 1942 at 4:20 o'clock P.M.
Pearl E. Shetterly, Recorder

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, Nellie E. Brown Miller and Clinton Miller, her husband of Madison County, State of Iowa, mortgagors, in consideration of the sum of Two Hundred and no/100 (\$200.00) DOLLARS, in hand paid by Earl Meyer of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Earl Meyer mortgagee, the following described premises situated in the County of Madison, and State of Iowa, to-wit:

Lots Fourteen (14) and Fifteen (15) and the South Half
(S $\frac{1}{2}$) of Lot Sixteen (16), in Block Two (2), of Johnson's
Addition to the Town of Earlham, Iowa

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

And we hereby covenant with the said mortgagee Earl Meyer 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 Clinton Miller, husband hereby relinquishes his right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said mortgagors, heirs, executors or administrators shall pay or cause to be paid to the said mortgagee, executors and administrators or assigns, the sum of Two Hundred and no/100 Dollars, on the 29th day of December 1942, with interest thereon according to the tenor and effect of the one promissory note of the said mortgagors payable to mortgagee bearing date December 29, 1941 then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said mortgagors 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 6 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 mortgagors 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

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
29 day of April 1945
Earl Meyer

Witnessed by Pearl E. Shetterly, Recorder

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sum of not less than \$500.00, and shall deliver the policies and renewal receipts therefor to said mortgagee, ^{in manner as agreed, then said mortgagee may effect such insurance} and if the said mortgagors fails to effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from said mortgagors with 6 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 assign, 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 mortgagors 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 ... days thereafter; and the mortgagee his 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 mortgagors 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. In case of foreclosure of mortgagors also agrees to pay costs/abstract of Title on said premises.

Signed this 23rd day of January, 1942.

Nellie E. Brown Miller
Clinton Miller

STATE OF IOWA, Dallas County, ss.

On this 23rd day of January A.D. 1942, before me Allen T. Percy, a Notary Public in and for Dallas County, Iowa, personally appeared Nellie E. Brown Miller and Clinton Miller, her husband 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.

NOTARIAL
SEAL

My commission expires July 4th, 1942.

Allen T. Percy Notary Public
in and for Dallas County, Iowa