

To William V. Miner
For Assignment of Annexed Mortgage See
To William Guider
Assignment of Annexed Mortgage

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My commission expires on the 4th day of July, 1942

Ross V. Burris, unmarried To	#1995 Fee \$2.00	Filed for record the 22 day of April A.D. 1942 at 8:25 o'clock A.M.
M.W.Ellis, Supt. of Banking of the State of Iowa; Receiver of the Northwest Davenport Savings Bank		Pearl E. Shetterly, Recorder
	MORTGAGE	\$2,000.00

KNOW ALL MEN BY THESE PRESENTS: That Ross V. Burris, unmarried, of Polk County and State of Iowa, hereinafter called the mortgagors, whether singular or plural, in consideration of TWO THOUSAND and no/100 Dollars (\$2,000.00) in hand paid by M. W. Ellis, Superintendent of Banking of the State of Iowa, Receiver of the Northwest Davenport Savings Bank, of Davenport, Iowa, hereinafter referred to as "Mortgagee" do hereby mortgage and convey unto the said mortgagee, successors and assigns, the following described real estate in Madison County, Iowa, to-wit:

The South one-half of the Southeast Quarter of Section Number Twenty-eight (28), and the North One-half of the Northeast Quarter of Section Number Thirty-three (33); all in Township 75 North, Range 26 West of the 5th P.M., containing in all 160 acres more or less,

The within mortgage is hereby executed to secure the payment of a portion of the agreed purchase price for the conveyance of the within described real estate, to the mortgagor

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any other computer installed.

[illegible][illegible]

PERIODS:

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*This Mortgage having been
paid in full, I hereby release and
discharge the sum of record, 48
30 days of April 1948*

William D. Burris
Memie A. Burris
Witnessed by
Melba M. Wade
Recorder

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at the rate of seven (7) per cent per annum, shall become a lien hereunder on the mortgage security described above.

4. The mortgagors shall pay all taxes or assessments levied upon or which become a lien upon the mortgage property, or any part thereof, before the same become delinquent, and any failure of mortgagors so to do shall authorize mortgagee, its successors and assigns, at its or their option, to pay such taxes or assessments at the expense of mortgagors and the sums of money paid therefor and interest thereon, at the rate of seven (7) per cent per annum, shall become a lien hereunder on the mortgage security described/above.

5. The mortgagors agree not to construct any new improvements or additions to or make any structural changes in the present improvements on said premises or remove or permit to be removed from said premises any buildings, fixtures or improvements of any kind without the written consent of the mortgagee and that no improvements or fixtures of any kind^{will}/be installed subject to any vendor's lien or other lien and should any be so installed the lien of this mortgage shall be prior and superior thereto. They agree not to commit or permit waste or trespass or any other damage to or depreciation of the said real estate or of the improvements thereon and they agree to maintain the buildings and improvements thereon in good repair and fully protected from the elements and from all other hazards.

6. In the event of suit being brought for the foreclosure of this mortgage that there shall be assessed as part of the costs thereof, in favor of the holder of this mortgage, the amount authorized by law therefor to pay the attorney's fee of the attorney for said holder. And it further is agreed that in the event a suit for the foreclosure of this mortgage is brought that there shall be assessed, as part of the costs thereof, in favor of the holder hereof, the reasonable cost of continuing the abstract of title to the mortgaged real estate herein described.

7. Should said mortgagee, its successors or assigns, redeem the mortgaged security or any part thereof from tax sale, or become involved in litigation, either in maintaining the security created by this mortgage or in maintaining the priority of this mortgage as respects said security, or any part thereof, then in either of any of said events mortgagors shall refund and pay to mortgagee, its successors or assigns, at Davenport, Iowa, all moneys, costs, charges and expenses paid out or incurred by mortgagee, its successors or assigns by reason thereof; and mortgagors hereby authorize mortgagee, its successors or assigns, to employ attorneys to contest any claims affecting the mortgage security or any part thereof, and mortgagors hereby agree to pay to mortgagee, its successors or assigns, at Davenport, Iowa, a reasonable sum to defray the expense, including attorney's fees of mortgagee, its successors or assigns, incurred in maintaining its security and/or the priority of this mortgage, and mortgagors hereby agree that this mortgage shall stand as security for all such sums.

8. That the alienation by mortgagors of any of the security hereunder and/or the release or waiver by mortgagee of its lien on any such security shall not relieve the security remaining from being charged with the full unpaid mortgage debt; and they hereby expressly waive and release any right to claim a marshaling of assets as respects the mortgage security or any part thereof in the event of foreclosure or other enforcement of this mortgage.

9. In case of default in any respect in the strict performance of any of the covenants, agreements or conditions of this mortgage, that the mortgagee, its successors or assigns, either before or on 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 the power to

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take and hold possession of the mortgaged real estate and rent the same and collect the rents and profits therefrom; and who further shall have the power to take possession of all of the crops grown thereon and covered by this mortgage and who shall have the power to sell such crops, all for the use and benefit of mortgagee, its successors or assigns, and such rights shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in foreclosure and the right to have such receiver appointed on application of mortgagee or its successors or assigns shall exist during the statutory period of redemption, regardless of the solvency or insolvency of the debtor or mortgagor and regardless of the value of the mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises.

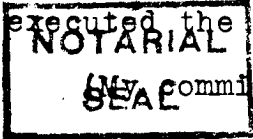
10. In case mortgagor defaults hereunder in any respect, that then mortgagee, its successors or assigns hereby is authorized at its or their option, to take immediate possession of the mortgage security or any part thereof and to rent the mortgaged real estate and sell the crops thereon and shall be liable to account to mortgagor, only for the net profits thereof. And it is hereby further agreed that the taking of possession of such property by mortgagee, its successors or assigns, as provided above, shall in no manner prevent or retard the collection of the amounts hereunder payable, by foreclosure or otherwise. And mortgagee, its successors or assigns, hereby is authorized to hold or continue such possession until the mortgage property is sold and if redemption of any of the property is permitted by law, then until such property has been redeemed, or until the time for redemption has expired.

Signed this 1st day of March, 1942.

Ross V. Burris

STATE OF IOWA, Polk County, ss.

On this 16th day of April, A.D. 1942, before me, Harry F. Anderson a notary public in and for Madison County, Iowa, personally appeared Ross V. Burris to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed.



(My commission expires July 4th, 1942).

Harry F. Anderson Notary Public in
and for Madison County and State of Iowa.
Certificate of appointment on file in
Polk County, Iowa.