

Mortgage Record No. 92, Madison County, Iowa

Henry A. Foster and Jameseen Foster #601
R. G. Foster and Helen Foster
To Fee \$.80
Earlham Savings Bank

Filed for record the 5 day of February
A.D. 1942 at 11:13 o'clock A.M.
Pearl E. Shetterly, Recorder

FIRST MORTGAGE

FOR THE CONSIDERATION OF Thirty Five Hundred DOLLARS the receipt of which is hereby acknowledged, we Henry A. Foster and Jameseen Foster, his wife; R. G. Foster and Helen Foster, his wife, of Madison County, State of Iowa and hereinafter referred to as Mortgagors, hereby sell, convey and warrant the title to the following described real property, including homestead and dower rights, unto Earlham Savings Bank, Earlham, Iowa Mortgagee of Madison County, State of Iowa. To-wit:

Commencing at a point 1,049 feet South of the Northwest Corner of the Southwest Fractional Quarter ($\frac{1}{4}$) of Section Eighteen (18), in Township Seventy-seven (77) North, Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa, and running thence North 1,049 feet to said Northwest corner, thence East 2,163 feet thence in a Southeasterly direction in a straight line 1,103.7 feet to a point 2,428.8 feet East of the point of beginning, thence West 2,428.8 feet to the point of beginning, containing 56.41 acres, more or less; and the South 87 $\frac{1}{2}$

For Release of Annexed Mortgage
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LE FIDELITY CORPORATION, CEDAR RAPIDS, IOWA 177010-A

acres of the Southwest Fractional Quarter ($\frac{1}{4}$) of Section Eighteen (18),
in Township Seventy-seven (77) North, Range Twenty-eight (28), West of
the 5th P.M., Madison County, Iowa.

in the County of Madison and State of Iowa and also all of the rents, issues, use and profits
of said land and the crops raised thereon from now until the debt secured thereby shall be
paid in full.

To be void upon condition that the mortgagors shall pay or cause to be paid to the
mortgagee, or assigns, the consideration of Thirty Five Hundred Dollars, with interest thereon
according to the one note of the mortgagors bearing even date herewith, and due December 23,¹⁹⁴⁶/

The mortgagors covenant to pay all taxes and assessments that shall become liens against
said property before the same become delinquent; to keep the buildings insured against fire,
cyclone and storm, in a reliable company selected by the mortgagee, at their insurable value,
payable to the mortgagee as its interest may appear, the policies to be delivered to and
remain with mortgagee; not to commit or permit waste of any kind upon said property; that
the above described property is not incumbered and is free from liens; and to permit the
abstract of title of said property to remain with the mortgagee.

If the mortgagors fail to pay the assessments and taxes, or fail to insure the buildings
as agreed, the mortgagee may, at its option, pay such taxes and assessments, and insure the
buildings and pay therefor; which sums the mortgagors agree to pay to the mortgagee with
interest at the rate of seven per cent per annum, from date of payment, and this mortgage
shall be security for the payment thereof.

If the mortgagors shall fail to pay principal or interest; or taxes and assessments; or
to keep the buildings insured; or to keep and perform any other provision of this mortgage
on their part to be kept and performed as agree, the indebtedness hereby secured, at the
option of the mortgagee, without demand or notice, shall become due and payable, and the
mortgage foreclosed.

It is stipulated that the rents and profits of said property are pledged as security for
said indebtedness and in addition to other remedies given by law, that upon filing petition
to foreclose this mortgage the court or any judge thereof, on application of the mortgagee,
shall appoint a receiver of said property and the rents and profits thereof during foreclosure
and the period of redemption and apply such rents and profits to the payment of the costs,
expenses and indebtedness.

The mortgagors agree to pay a statutory attorney's fee and the costs of continuing the
abstract in case of foreclosure hereof, both of said items to be taxed as costs.

This mortgage binds the mortgagors, their executors and legal representatives and the
mortgagee and its assigns.

It is expressly stipulated that this mortgage and the notes thereby secured are made
under and are to be construed under the laws of the State of Iowa

Dated this 23rd day of December, 1941

Henry A. Foster
Jameseen Foster

R. G. Foster
Helen Foster.

STATE OF IOWA COUNTY OF MADISON)ss.

On this 23rd day of December, A.D. 1941, before me Anna Corman the undersigned Notary
Public within and for said County of Madison, personally appeared Henry A. Foster and Jameseen
Foster, his wife and R. G. Foster and Helen Foster, his wife, to me known to be the persons
named in and who executed the foregoing instrument, and acknowledged that they executed the
same as their voluntary act and deed.

Anna Corman
Notary Public in and for said County.

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

NOTARIAL