

Acres-Blackmar Co., Burlington. 26615

S. F. Kellogg & wife
TO
Willard Poland

STATE OF IOWA, Madison County, ss.
Filed for record this 14 day of February A. D. 1942.
at 9:08 o'clock A. M.
MORTGAGE.
#739
Pearl E. Shetterly
By ☒ Recorder.
Deputy.
Recording Fees, \$1.00

This Mortgage, made this 17th day of January A. D. 1942, by and between
S. F. Kellogg and Marjorie L. Kellogg, husband and wife,
of the County of Madison, State of Iowa hereinafter called the Mortgagors, and
Willard Poland,
hereinafter called the Mortgagee. WITNESSETH: That the Mortgagors, in consideration of the sum of
Eight Hundred and no/100 (\$ 800.00) DOLLARS
paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee, his heirs, executors,
the following tracts of land in the County of Madison, State of Iowa, to-wit:

Commencing at the Southeast corner of the Northeast Quarter of the North-west Quarter of Section 8, and running thence North on the East line of said 40 acre tract to a point 27 1/2 rods South of the Northeast corner thereof, thence North, 78° 55' West, 47.89 rods to a point 18 rods South and 46 rods West of the Northeast corner of said 40 acre tract, thence South to the South line of said 40 acre tract, thence East 46 rods to the place of beginning; also the North 12 rods of the East 46 rods of the Southeast Quarter of the Northwest Quarter of said Section 8; all in Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa.

This mortgage is given to secure renewal of the debt secured by mortgage recorded in Book 71 on page 338 of the Mortgage Records of Madison County Iowa, and it is the intention of the parties hereto to continue and pre-serve herein the lien of said last described mortgage.

containing in all 19 1/2 acres, with all appurtenances thereto belonging; and also all the rents, issues, use, and profits of said land and the crops raised thereon from now until the debt secured hereby shall be paid in full.

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and hereby expressly waive the platting and recording of homestead in case of foreclosure and sale thereunder, and agree that said premises may be sold in one tract at such foreclosure sale.

TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee, his heirs, executors,
or assigns, the sum of Eight Hundred and no/100 (\$ 800.00) DOLLARS,
on the first day of March, A. D. 1950,
with interest according to the tenor and effect of the one certain promissory note of the said mortgagors, payable
annually, said principal to become due \$100 each year from Mar. 1, 1943, to Mar. 1, 1950,
inclusive,

dated Jan. 17, 1942,, principal and interest payable at the office of Security Loan & Abstract Co.

It is further agreed that the Mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to Mortgagee, for the use and security of the Mortgagee, in a sum not less than their insurable value, and deliver to the Mortgagee the policies and renewal receipts.

The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises, and interest on all prior liens, if any, as the same become due; if Mort-gagors fail either to pay such taxes or interest, or promptly to effect such insurance, then the Mortgagee may do so; and should the Mortgagee become involved in litigation, either in maintain-ing the security created by this mortgage, or its priority, then this mortgage shall secure to the Mortgagee the payment and recovery of all money, costs, expenses, or advancements incurred or made necessary thereby, and shall also secure all money advanced for taxes, interest, and insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured to the same extent as if such amounts were a part of the original debt secured hereby, and with 7 per cent per annum interest thereon from the date of such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the Mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument without any preference, priority, or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee, his heirs, or assigns, filing a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall at the commencement of said action, or at any stage during the pendency or progress of said cause, on application of the plaintiff, with-out any notice whatever, appoint a receiver to take possession of said property and collect and receive said rents and profits, and apply the same to the payment of said debt; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property, or any part thereof, is used as a homestead, and without proof of any other grounds for the appoint-ment of a receiver than the default aforesaid.

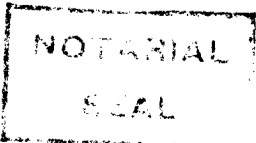
And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees are to be considered as a part of the costs of the suit and collected in the same manner.

Signed the day and year first herein written.

STATE OF Iowa, }
Madison County. } ss.
On this 17th day of January A. D. 1942, before me, the undersigned, a Notary Public in and for
Madison County, Iowa personally appeared
S. F. Kellogg and Marjorie L. Kellogg, husband and wife,

to me known to be the person S. named in and who executed the foregoing instrument, and acknowledged that they
executed the same as their voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.



Mabel C. Anderson
Notary Public in and for
Madison County, Iowa.

For Return of Annexed Mortgage Ser
Mortgage Record 104 Page 1149
This instrument has been
recorded in full in the
Mortgage Records of
Madison County, Iowa
on October 19, 1945
Willard Poland
Marjorie L. Kellogg
S. F. Kellogg