

Real Estate Mortgage Record, No. 95, MADISON County, Iowa

Form No. 111—Equitable Life Insurance Co., of Iowa, containing 2,031 printed words. Form F-30 10-3-40 27H.

MATT PARROTT & SONS CO., WATERLOO, IOWA D52015

MORTGAGE

No. 3629

Lois Hoskins, single

Earlham, Iowa

TO

EARLHAM SAVINGS BANK EARLHAM, Iowa

STATE OF IOWA, Madison County, ss.

Filed for Record the 29 day of October

A. D. 1943, at 10:45 o'clock A. M.

Pearl E. Shetterly, Recorder

By Wilma M. Wade, Deputy

Recording Fee, \$ 2.20

THIS INDENTURE, Made and entered into this 26th day of June A. D. 1943, by and between

Lois Hoskins, single

of the County of Madison and State of Iowa

the first part, mortgagor, and the EARLHAM SAVINGS BANK, Earlham, Iowa an Iowa corporation, with its home office at Des Moines, Iowa, party of the second part, mortgagee.

WITNESSETH, That the said party of the first part for and in consideration of the sum of

Fifteen Thousand - - - - - DOLLARS,

paid by the said party of the second part, the receipt of which is hereby acknowledged, for which amount the party of first part is justly indebted to party of second part, does hereby sell, convey, grant, bargain, mortgage and warrant unto the said second party, its successors and assigns forever, the following described real estate, lands and premises, together with and including all improvements, appurtenances, rights, privileges, easements and royalties thereunto belonging or arising therefrom, situated and located in the County of

Madison and State of Iowa, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) and the East one-half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa.

For Release of Annexed Mortgage See
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and also all the rents, issues, uses, profits and income therefrom and the crops raised thereon from the date of this instrument until the debt secured hereby shall be paid in full. And the party of the first part does hereby release and waive all right under and benefit of all exemption and homestead laws whatsoever, in and to the lands, property and premises aforesaid.

To have and to hold the premises, real estate, lands and property above described with all the appurtenances thereunto belonging, and all estate, title, dower, right of homestead and claims whatsoever of said first party unto the said second party, its successors and assigns forever, hereby releasing and relinquishing all rights of dower and homestead therein.

And the said first party does hereby covenant to and with the second party, its successors and assigns, that I lawfully seized in fee of the premises aforesaid; that the said premises are free and clear of all encumbrances, liens, mortgages and taxes; and that I will forever warrant and defend the title hereto against the lawful claims of all persons whomsoever.

Provided, however, that if the first party shall pay, or cause to be paid to the second party, its successors or assigns, the full amount of the principal and interest at the time, place and in the manner as provided in the certain promissory note of even date herewith, executed by Lois Hoskins, single

payable to the EARLHAM SAVINGS BANK in the sum of \$ 15,000.00

with interest as provided in said note, until maturity, payable semi- annually and with interest after maturity at seven per cent, payable semi-annually, and shall keep and perform, all and singular, the covenants and agreements herein contained for said first party to keep and perform, then, These Presents To Be Void, otherwise to remain in full force and effect.

First party for herself and her heirs, executors, administrators and grantees hereby covenants and agrees with second party, its successors and assigns as follows:

First. To pay or cause to be paid the principal sum and interest above specified in the manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by second party in maintaining the priority of this mortgage or in foreclosing the same or in defending any action affecting the title to said property.

Second. To pay all taxes, assessments and other charges which are now a lien or may hereafter become a lien or may hereafter be levied or assessed upon or against the said premises or any part thereof or on this mortgage or the debt secured hereby or on the lien hereby created, together with any other taxes or assessments which may be levied against the mortgagee or holder of said note on account of this indebtedness or any part thereof, before the same shall become delinquent.

-DOLLARS,

Twelfth. It is further agreed that the provisions of this mortgage shall run with the land and be binding upon the heirs, executors, administrators and assigns of the first party and all of them, and shall inure to the benefit of the second party, its successors and assigns.

Lois Hoskins ----- L. S.

In Presence of _____ L. S.

STATE OF Iowa, COUNTY OF Madison, ss.
I, Anne Corman, a Notary Public in and for Madison
County, State of Iowa, do hereby certify that on the 26th day of June, 19 43,
before me personally appeared Lois Hoskins, single

Given under my hand and notarial seal at Earlham, Iowa
the day and year last above written.

Anne Corman
Notary Public in and for Madison
County, State of Iowa
July, 1945.

My commission expires on the 4th day of July, 1945.

STATE OF _____, COUNTY OF _____, ss.
I, _____, a Notary Public in and for _____
County, State of _____, do hereby certify that on the _____ day of _____, 19____,
before me personally appeared _____

~~Given under my hand and notarial seal at _____
the day and year last above written.~~

Notary Public in and for _____
County, State of _____.

My commission expires on the _____ day of _____, 19____.