

Mortgage Record, No. 95 Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA B38562 (1)

MORTGAGE

Roy Smith et al

Filed for record the 4 day of December

A. D. 1943, at 3:10 o'clock P. M.

TO

#3887

Pearl E. Shetterly, Recorder.

Chris Wolf et al

By , Deputy.

Recording fee, \$ 1.00

Cataly Blum  
For Assignment of Annexed Mortgage See  
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THIS MORTGAGE, Made the 4th day of December 1943, by and between  
Roy Smith and W. C. Smith and Wife, Susie Smith.  
of Madison County, and State of Iowa, hereinafter called the mortgagors, and  
Chris Wolf and E. L. Schroppel,  
hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of  
Five Thousand & No/100 - - - - (\$ 5000. ) DOLLARS,  
paid by the mortgagee, do hereby convey to the mortgagee, their heirs and assigns, forever, the following tracts of land in the

County of Madison, State of Iowa, to-wit:  
The W $\frac{1}{2}$  SW $\frac{1}{4}$  and the SW $\frac{1}{4}$  NW Fr $\frac{1}{4}$  and the East 28 acres of the NWFr $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 2;  
and the East 22 acres of the NE. Fr $\frac{1}{4}$  NE $\frac{1}{4}$  of Sec. 3 (except the following described tract  
of land, to-wit:- Commencing at a point 20 rods N. of the SW. corner of said 22 acre  
tract, and running thence E. 26  $\frac{2}{3}$  rods thence N. 12 rods, thence W. 26  $\frac{2}{3}$  rods,  
thence S. 12 rods to the place of beginning, containing 2 acres more or less) and the  
following described tracts of land, to-wit:- Commencing 37 rods and 20 links W. of the  
SE. corner of the NE. Fr $\frac{1}{4}$  NE $\frac{1}{4}$  of said Sec. 3, and running thence S., 76 $\frac{1}{4}$ -W., 11 rods  
and 8 links, thence N., 30 W., 10 rods and 6 $\frac{1}{2}$  links, thence N., 60 E., 15 rods and  
23 links, thence S., 10 25' E., 14 rods and 8 links to the place of beginning, except  
that part thereof, if any, included in the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of said sec. 3 also commencing at  
the NE. corner of the SE $\frac{1}{4}$  NEFr $\frac{1}{4}$  of said Sec. 3, and running thence S. along the E. line  
of said Sec. 3 a distance of 1,336 $\frac{1}{2}$  feet, thence W. 30 feet, thence N. Parallel with said  
section line 1,336 $\frac{1}{2}$  feet, thence E. 30 feet to the place of beginning; all the above  
described land being in Township 75 North, Range 26 West of the 5th P.M.; also the N $\frac{1}{2}$   
NE $\frac{1}{4}$  SE $\frac{1}{4}$  and the SW $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  SE $\frac{1}{4}$  (except the S. 19 acres thereof and except  
the E. 4 $\frac{1}{2}$  acres of the N. 10 acres thereof), and the S. 10 acres of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec.  
34; and the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Sec. 35, in Township 76 North, Range 26 West of the 5th P.M.  
Madison County, Iowa.

containing in all 266.42 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interests known as dower, or however else, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of  
Five Thousand & No/100 - - - - (\$ 5000.00 ) Dollars, on the 4th day  
of December A. D. 1943,

with interest according to the tenor and effect of the one certain promissory note with - coupons  
attached, of the said Roy Smith (single) and W. C. Smith & Wife Susie Smith

bearing even dates with these presents; principal and interest payable at the office of - - - at Winterset, Iowa.

Second. 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.

Third. The mortgagors shall pay, when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortgagors fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining 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, as also for taxes or 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 eight 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.

And the mortgagors hereby pledge the rents, issues, and profits of said real property for the payment of said principal sum, interest, attorney's fees, and costs, and authorize, agree, and consent that in case of any default as above mentioned, and the filing of a bill or 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, without 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 under the order of the court; 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 appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants, and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

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

In Witness Whereof, Signed by the mortgagors, the day and year first herein written.

Roy Smith  
W. C. Smith  
Susie Smith

STATE OF IOWA, MADISON COUNTY, ss.

On the 4 day of Dec A. D. 1943, before the undersigned, a Notary Public in and for said  
County of Madison and State of Iowa  
County/came Roy Smith W. C. & Susie Smith

to me personally known to be the identical persons whose name - their - subscribed to the foregoing mortgage as maker - thereof, and acknowledged the execution of the same to be They voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

Geo. D. Smith  
Notary Public in and for Madison County, Iowa.

