

# Mortgage Record No. 94, Madison County, Iowa

RECEIVED IN AND FOR MADISON COUNTY, IOWA.  
E. Josie Brown, unmarried #4110 Filed for record the 24 day of December  
Earlham, Iowa A.D. 1943 at 11:13 o'clock A.M.  
To Fee \$ .80 ✓  
Earlham Savings Bank Pearl E. Shetterly, Recorder

## FIRST MORTGAGE

FOR THE CONSIDERATION OF Two Hundred DOLLARS the receipt of which is hereby acknowl-  
edged, I, E. Josie Brown, unmarried 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  
Mortgagee of Madison County, State of Iowa To Wit:

Upon the East 55 feet of the North 35 feet of Lot 9, in Block 10, of the  
Original Town Plat of Earlham, Iowa, and a tract described as follows:  
Commencing 90 feet East of the NW corner of said Lot 9, running thence  
East 55 feet, thence North 2 feet, thence West 55 feet, thence South  
2 feet to the place of beginning.

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 Two Hundred Dollars, with interest thereon  
according to the one note of the mortgagors bearing even date herewith, and due November  
24, 1945.

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 percent 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 agreed the indebtedness hereby secured,  
at the option of the mortgagee, without demand or notice, shall become due and payable,  
and the mortgage foreclosed.

for Priority Notice of Old Age Assistance See Madison Record 2-1355

Release  
For Assignment of Annexed Mortgage See

Winterset, Madisonian, B-1912

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 24th day of November, 1943.

E. Josie Brown

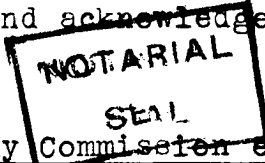
STATE OF Iowa County of Madison )ss.

On this 24th day of November, A.D. 1943, before me Anna Corman the undersigned notary public within and for said county of Madison, personally appeared E. Josie Brown, unmarried, 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, 1945.

Page See  
Re 105



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