

Mortgage Record No. 94, Madison County, Iowa

Winteret Madisonian, B-1912

Release  
For Assignment of A

Mortgage Record 9

John Mensing & wife

#671

To  
Ethel Foster

Fee \$1.00 ✓

IOWA FARM MORTGAGE

in and for Polk County, Iowa.  
Filed for record the 17 day of February  
A.D. 1943 at 4:50 o'clock P.M.

Pearl E. Shetterly, Recorder

For the consideration of Four Thousand Nine Hundred DOLLARS John Mensing and Lillie  
Mensing, Husband and wife of Adair County, Iowa first party hereby convey to Ethel

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Foster of Adair County Iowa second party, the following real estate situated in Adair County, Iowa, together with the rents, issues, profits and crops grown thereon until this mortgage is fully paid, said real estate being described as:

South-East Quarter of the South-west Quarter and the Southwest Quarter of the South-East quarter of Section Seven, Also the following described tract of land, to-wit: Commencing at the Northeast corner of the North-Half of the Southeast Quarter of Section Eighteen, Township Seventy-six North, Range Twenty-eight, West of the 5th. P.M. Iowa, and running thence West 1848 feet, thence south 1320 feet, thence east 808 feet, thence north 62 degrees, East 402.3 feet, thence North 48 degrees east 230 feet, thence north 38 degrees east 565 feet, thence north 26 degrees east 396 feet, thence north 149 feet to place of beginning. All in Township 76 North, Range 28 west of 5th.PM. Iowa. containing 125.6 acres.

The said first party hereby warrants the title against all persons whomsoever.

To be void up on conditions that said John Mensing and Lillie Mensing Husband and Wife pay said second party or assigns <sup>Four Thousand Nine Hundred DOLLARS</sup> on the 1st day of March 1948, with interest thereon from March, 1st, 1943 at the rate of Four per cent per annum payable annually on the 1st day of March in each year, according to the tenor of one note bond, of even date herewith, with interest thereon at the rate of 7 per cent per annum after maturity, payable annually at the Adair County Bank, Greenfield, Iowa.

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party hereby pledges all the rents, issues, profits and income of the mortgaged premises to the payment of the debt secured hereby. Said first party shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, and should any reduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof required of the mortgagee, or assigns, then said mortgagor shall pay the taxes on this mortgage and the debt hereby secured before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than Insurable value Dollars, delivering all policies and renewal receipts to said second party, and in case the taxes are not so paid, or the insurance so kept in force by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended and this mortgage shall stand as security therefor, and said first party shall pay, in case of suit, a reasonable attorney's fees and expenses of continuation of abstract and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectable, if said second party or assigns so elects, and no demand for fulfillment or broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and said second party or assigns may take possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of said second party, at any time after default of the first party as to any of the provisions hereof, either independently or in connection with foreclosure, and if in connection with <sup>such</sup> foreclosure, may be appointed at the commencement of the suit or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

All money paid by said second party or assigns for insurance, taxes, abstracts, or

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to protect the lien of this mortgage, shall bear interest at the rate of 7 per cent per annum, payable annually, and be a lien on said land under this mortgage.

Dated this 15 day of Feby, 1943.

John Mensing  
Lillie Mensing

State of Iowa, Adair County, ss.

On this 15 day of Feby, 1943, before me a Notary Public in and for said county and state, personally appeared John Mensing and Lillie Mensing husband and wife, to me personally known to be the identical persons whose name-are affixed to the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal, by me affixed the day and year last above written.

L. E. Foster Notary Public  
in and for Adair County, Iowa.

Thurman Clark

#718

Filed for record the 20 day of February