

Winterset Madisonian, B-1912

My Commission expires January 31, 1947

in and for said county and state.

John Strable and Mayme Strable

#1472

Filed for record the 13 day of April
A.D. 1944 at 4:05 o'clock P.M.

To

Harry J. Goodale and or
Christena Goodale

Fee \$1.10 ✓

Pearl E. Shetterly, Recorder

REAL ESTATE MORTGAGE
With Receiver's Clause

KNOW ALL MEN BY THESE PRESENTS: That John Strable and Mayme Strable (husband and wife) of Warren County and State of Iowa in consideration of the sum of Three thousand five hundred DOLLARS in hand paid, by Harry J. Goodale or and Christena Goodale of Warren County, and State of Iowa do hereby SELL AND CONVEY unto the said Harry J. Goodale and or Christena Goodale the following described premises, situated in the County of Warren & Madison and State of Iowa to-wit

The north east quarter (NE $\frac{1}{4}$) of the north east fractional quarter (NE $\frac{1}{4}$ of $\frac{1}{4}$) of section one (1) in township seventy-five (75) North, Range twenty-six (26) Madison County, Iowa.

ALSO the south east quarter (SE $\frac{1}{4}$) of the South west quarter (SW $\frac{1}{4}$) of section thirty-one (31) in township seventy-six (76) North Range twenty-five (25) Warren County, Iowa

Also the north west quarter (NW $\frac{1}{4}$) of the north west quarter (NW $\frac{1}{4}$) of section six (6), also the north twenty-eight (28) acres of the north east quarter (NE $\frac{1}{4}$) of the north west quarter (NW $\frac{1}{4}$) of section six (6) being in township seventy-five (75) North Range twenty-five (25) in Warren County, Iowa

containing 151 acres; also the grantors herein SELL AND CONVEY all future rents, profits and crops, accruing, grown or raised on the within described premises during the life of this mortgage.

and we hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, and the grantors herein SELL AND CONVEY all rights of homestead and dower interest therein.

The above sale and conveyance is, however, made upon the following express conditions; that if John Strable and Mayme Strable shall pay or cause to be paid, the sum of Three thousand five hundred Dollars, according to the tenor and effect of one certain promissory note described as follows: one note for thirty-five hundred Dollars payable to Harry J. Goodale and or Christena Goodale payable on April 14th 1949 Bearing even date herewith, payable to the order of said Harry J. Goodale and or Christena Goodale with interest thereon from April 14th 1944 at the rate of four per cent, per annum payable semi annually and any and all taxes levied and assessed upon said notes or to the owner or holder of same by reason thereof, then the above sale and conveyance shall be void, but otherwise it shall remain in full force and effect.

And it is hereby agreed, that, if the said mortgagors allow any taxes upon any part of said premises to become delinquent and remain unpaid, or allow any part thereof to be sold for taxes, or fail to insure the buildings on premises in a reliable stock company in an amount equal to two-thirds the value thereof, payable to mortgagee or fail to pay any of the notes herein described or the interest due thereon as the same become due or if the indebtedness, principal or interest, secured by any and all prior mortgages, liens or encumbrances of any kind whatever, on or against said premises, be not paid when due according to the tenor thereof, or commit waste on said premises or if any tax

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or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause the entire principal sum hereby secured and all interest accrued thereon, at the option of the mortgagee or assigns, to become immediately due and payable and the mortgagee their heirs or assigns, may, without demand or notice upon mortgagors or grantees, proceed at once to foreclose this mortgage. It is further agreed that for the protection of the lien created by this mortgage, the holder of the notes herein described may pay off any lien or liens on said land, for taxes or otherwise, whether prior or subsequent, that may in any manner affect the title to said premises and any taxes levied against the holder of said notes, for ~~the~~ same and the money so paid shall immediately become due and payable and bear interest at seven per cent, and this mortgage shall stand security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a reasonable attorney's fee, also any expense for the continuation of the abstract of title, all of which shall be included in the judgment in such foreclosure case.

It is also agreed, that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs or assigns, shall before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, be entitled to the appointment of a receiver who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, and to enforce collection from the crops grown or raised on the within described premises during the life of this mortgage, for the benefit of said mortgagee, their heirs or assigns, and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee, shall exist regardless of the fact of the solvency or insolvency of the mortgagor, and regardless of the value of said mortgaged premises or the waste loss and destruction of the rents and profits of said mortgaged premises, during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense.

Dated this 10th day of April 1944

John Strable
Mayme Strable

STATE OF IOWA, Warren County.)ss.

On this 11 day of April, A.D. 1944, before me, Lettie Martens, a Notary Public in and for the County of Warren, State of Iowa, personally appeared John Strable and Mayme Strable (husband and wife) 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.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the
NOTARIAL
day and year last above written.
SEAL

Lettie Martens
Notary Public in and for Warren County, State of Iowa.