Mortgage Record, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA D54298	<u> </u>	The state of the s
MORTGAGE		
Roy Q. Anderson & wife	Filed for Record this26	day of January
	1944., at. 4:16. o'clock	F M.
TO	266 Fear	1 E. Shetterly , Recorder.
Farmers & Merchants State Bank		, Deputy.
	Recording Fee \$1.10	
THIS MORTGAGE, made the 25th day of day of	January	, 19.44, by and between
Roy O. Anderson and Anna Anderson,		
of Nadison County and State of Iowa, he		
Farmers and Merchants State Bank, W		
hereinafter called the mortgagee. WITNESSETH: That the mortgagors in consideration of the sum of		
One Thousand Eight Hundred & No/100 -		(\$1,800.00) DOLLARS
paid by the mortgagee, do hereby convey to the mortgagee,its	heirs and assigns forevo	er, the following tracts of land in the county of
Madison State of Iowa, to-wit:		
The state of the s		
		- (i) and the
The Southeast Quarter $(\frac{1}{4})$ of North 16 2/3 acres of the Northe	east Quarter (=) of the	e Southeast
Quarter $(\frac{1}{4})$, and all that part of Northeast Quarter $(\frac{1}{4})$ lying Sout	of the Northeast Quarte	er (½) of the
located and traveled across said	l 40 acre tract, all in	1 Section
Ten (10), in Township Seventy-fi West of the 5th P.M., Madison Co		twenty-SIX (20)
The mortgagre	(a curporation) in the annexes murigage	. hereby releases this mortgage of record the
	19 Cand 1, the executing a properties.	MICET, REPERTY CEPTIFY THAT THE PROPERTY IS EXECUTED THE PROPERTY OF THE PROPE
in Justice	en-Vice (reported in m.	pressure by John State of
Enoun to me to be the	Wir Operation.	I wid PARMENS AND MERCHANTS STATE BENN
4 corporation,	1601-4	
4 corporation Pear	6. Shetterly	Wilma m. wade
containing in all .71 2/3 acres/with all appurtenances thereto belong	E. Shitterly Course Sharder ting, and the mortgagors warrant the title	
All rights of homestead and contingent interest known as Dower, or how	vever else, are hereby conveyed. To be v	against all persons whomsoever. oid upon the following conditions:
All rights of homestead and contingent interest known as Dower, or how FIRST. That the mortgagors shall pay to the mortgagee oritsinterest known as Dower, or how FIRST. That the mortgagors shall pay to the mortgagee oritsinterest known as Dower, or how FIRST.	ever else, are hereby conveyed. To be v	against all persons whomsoever. oid upon the following conditions:
	ever else, are hereby conveyed. To be v	against all persons whomsoever. oid upon the following conditions:
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All rights of homestead and contingent interest known as Dower, or how FIRST. That the mortgagors shall pay to the mortgagee orits	heirs, executors or assigns the sum of A. D. 1945, and \$180.00 or addition to interest, promissory note of the said other sums of money as may at any time be state insured in some responsible companier actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgage may do and all sums of money so paid shall be recould mortgage become involved in litigating this mortgage shall secure the repayment or the smortgage, either wholly or in part, inclured to become due and collectible forthwical property for the payment of said principand the filing of a bill or petition for the late of said action or at any stage during thake possession of said property, and collectible take possession of said property, and collectible to the late of said action or at any stage during the take possession of said property, and collectible forthwith take possession of said property, and collectible for the said action or at any stage during the take possession of said property, and collectible for the said action or at any stage during the take possession of said property, and collectible for the said action or at any stage during the take possession of said property, and collectible for the said action or at any stage during the take possession of said property, and collectible for the said action or at any stage during the said act	against all persons whomsoever. oid upon the following conditions: (\$180.00) DOLLARS the 26th day of each beyable semi-annually, e owing to the said mortgagee, according to the y or companies, satisfactory to the mortgagee, and renewal receipts to the mortgagee, and linterest thereon, and strictly comply with before delinquent; if mortgagors fail or neglect o, and is authorized hereby to at any time pay evered with eight per cent interest per annum on, in maintaining the security created by this at and recovery of all money, costs, expenses or ll such sums so paid out shall constitute a part set per cent per annum thereon from the date dding the payment of any and all interest when the without notice or demand. oal sum, interest, attorney's fees and costs, and oreclosure of this mortgage, the court in which at pendency or progress of said cause, on appli- et and receive said rents and profits and apply
All rights of homestead and contingent interest known as Dower, or how FIRST. That the mortgagors shall pay to the mortgagee or its cane Hundred Eighty & No/100 on the 26th day of Jenuary Jenuary there fter until paid in full in Management of the tenor and effect of the one certain Roy 0. Anderson and Anderson and Anderson and Anderson of uch indebtedness, or of the conditions of this mortgage. SECOND. That the mortgagors shall keep the buildings on said real effor the use and benefit of the mortgagee, in a sum not less than two-thirds of the United States of the same prior liens, and all taxes which are to so pay such prior liens or interest thereon or taxes, or promptly effect such off or take assignment of any prior liens or pay the interest thereon, and any thereon from the date of such payments, and shall be secured hereby; and she mortgage or its priority, or validity, or any rights or interests hereunder, the advancements hereunder or made necessary thereby, including reasonable attoon the debt hereby secured to the same extent as if such sums were a part of the debt hereby secured to the same extent as if such sums were a part of the debt hereby secured to the same extent as if such sums were a part of the debt hereby and consent that in case of any default as above mentioned, said suit shall be instituted, or any judge thereof, shall, at the commencement cation of the plaintiff, without any notice whatsoever, appoint a receiver to the same to the payment of said debt under the order of the court and this stip property or any part thereof is used as a homestead, and without proof of any	heirs, executors or assigns the sum of A. D. 1945, and also 00 or addition to interest, promissory note of the said other sums of money as may at any time be state insured in some responsible companier actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgage may do and all sums of money so paid shall be recould mortgage become involved in litigating this mortgage shall secure the repayment or may be or incident thereto; and any and a net original debt secured hereby, and with secured to become due and collectible forthwith property for the payment of said principand the filing of a bill or petition for the fact of said action or at any stage during that possession of said property, and collepulation for the appointment of a receiver other grounds for the appointment of a receiver	against all persons whomsoever. oid upon the following conditions: (\$180.00) DOLLARS the 26th day of each be yable semi-annually, e owing to the said mortgagee, according to the yor companies, satisfactory to the mortgagee, yall interest thereon, and strictly comply with before delinquent; if mortgagors fail or neglect o, and is authorized hereby to at any time pay evered with eight per cent interest per annum on, in maintaining the security created by this tand recovery of all money, costs, expenses or listic per cent per annum thereon from the date adding the payment of any and all interest when the without notice or demand. oal sum, interest, attorney's fees and costs, and oreclosure of this mortgage, the court in which the pendency or progress of said cause, on appli- et and receive said rents and profits and apply shall apply and be in force whether or not said ecciver than the default aforesaid.
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FIRST. That the mortgagors shall pay to the mortgagee or its	heirs, executors or assigns the sum of A.D. 1945, and \$180.00 or addition to interest, promissory note of the said other sums of money as may at any time be state insured in some responsible companheir actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgagee may do sand all sums of money so paid shall be resuld mortgagee become involved in litigating this mortgage shall secure the repayment of the secured hereby, and with secured to become due and collectible forthwith all property for the payment of said principand the filing of a bill or petition for the land of said action or at any stage during thake possession of said property, and collection for the appointment of a receiver other grounds for the appointment of a receiver other grounds for the appointment of a rediministrators, executors, grantees, lessees, hall be paid by the tenant or lessee to the portgagee's reasonable attorney's fees and first herein written.	against all persons whomsoever. oid upon the following conditions: (\$180.00) DOLLARS the 26th day of each be owing to the said mortgagee, according to the general receipts to the mortgagee, and renewal receipts to the mortgagee, and is authorized hereby to at any time pay covered with eight per cent interest per annum ton, in maintaining the security created by this at and recovery of all money, costs, expenses or all such sums so paid out shall constitute a part or per cent per annum thereon from the date adding the payment of any and all interest when the without notice or demand. The per cent per annum thereon from the date or pendency or progress of said cause, on applicate and receive said rents and profits and apply shall apply and be in force whether or not said tenants and assigns, and in case of the renting the mortgagee herein, or assigns, to apply on said redischarge of said rental.
FIRST. That the mortgagors shall pay to the mortgagee or its	heirs, executors or assigns the sum of A. D. 1945, and \$180.00 or addition to interest, promissory note of the said and and er son other sums of money as may at any time be state insured in some responsible companheir actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgagee may do sand all sums of money so paid shall be refuld mortgagee become involved in litigation this mortgage shall secure the repayment or fees incident thereto; and any and are original debt secured hereby, and with a secure of the payment of said principal property for the payment of said principal property for the payment of said principal property for the payment of said principal and the filing of a bill or petition for the filing of a bil	against all persons whomsoever. oid upon the following conditions: (\$180.00) DOLLARS the 26th day of each beyable semi-annually, e owing to the said mortgagee, according to the yor companies, satisfactory to the mortgagee, and renewal receipts to the mortgagee, and linterest thereon, and strictly comply with before delinquent; if mortgagors fail or neglect o, and is authorized hereby to at any time pay evered with eight per cent interest per annum on, in maintaining the security created by this thand recovery of all money, costs, expenses or least per cent per annum thereon from the date adding the payment of any and all interest when the without notice or demand. cal sum, interest, attorney's fees and costs, and coreclosure of this mortgage, the court in which and receive said rents and profits and apply shall apply and be in force whether or not said exercise therein, or assigns, to apply on said or discharge of said rental. The to be considered as a part of the costs of the
FIRST. That the mortgagors shall pay to the mortgagee or its	heirs, executors or assigns the sum of A. D. 1945, and \$180.00 or addition to interest, promissory note of the said and and er son other sums of money as may at any time be state insured in some responsible companheir actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgagee may do sand all sums of money so paid shall be refuld mortgagee become involved in litigation this mortgage shall secure the repayment or fees incident thereto; and any and are original debt secured hereby, and with a secure of the payment of said principal property for the payment of said principal property for the payment of said principal property for the payment of said principal and the filing of a bill or petition for the filing of a bil	against all persons whomsoever. oid upon the following conditions: (\$180.00) DOLLARS the 26th day of each nayable semi-annually, e owing to the said mortgagee, according to the y or companies, satisfactory to the mortgagee, and renewal receipts to the mortgagee. y all interest thereon, and strictly comply with before delinquent; if mortgagors fail or neglect o, and is authorized hereby to at any time pay covered with eight per cent interest per annum on, in maintaining the security created by this tand recovery of all money, costs, expenses or ll such sums so paid out shall constitute a part per cent per annum thereon from the date dding the payment of any and all interest when the without notice or demand. oal sum, interest, attorney's fees and costs, and foreclosure of this mortgage, the court in which all sum, interest, attorney's fees and costs, and foreclosure of this mortgage, the court in which and sum, interest, attorney's fees and costs, and foreclosure of this mortgage, the court in which and receive said rents and profits and apply shall apply and be in force whether or not said seciver than the default aforesaid. tenants and assigns, and in case of the renting of mortgage herein, or assigns, to apply on said or discharge of said rental. The to be considered as a part of the costs of the
All rights of homestead and contingent interest known as Dower, or how FIRST. That the mortgagors shall pay to the mortgagee orits	heirs, executors or assigns the sum of A.D. 1945, and \$180.00 or addition to interest, promissory note of the said other sums of money as may at any time be state insured in some responsible companheir actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgagee may do sand all sums of money so paid shall be resuld mortgagee become involved in litigation this mortgage shall secure the repayment of the secured hereby, and with secured to become due and collectible forthwire all property for the payment of said principand the filing of a bill or petition for the late of said action or at any stage during the take possession of said property, and collection for the appointment of a receiver other grounds for the appointment of a receiver other grounds for the appointment of a rediministrators, executors, grantees, lessees, hall be paid by the tenant or lessee to the or his assigns, shall constitute payment of mortgagee's reasonable attorney's fees and first herein written. Roy C. Anne Anne Anne Anne Anne Anne Anne Ann	against all persons whomsoever. oid upon the following conditions:
All rights of homestead and contingent interest known as Dower, or how FIRST. That the mortgagors shall pay to the mortgagee or its case of the continuous payments. One Hundred Eighty & No/100 on the 26th day of Jenuary Jenuary thereffer until paid in full in full in ROY 0. Anderson and Add ated. Jenuary 26th, A.D. 19.44 and all such terms of such indebtedness, or of the conditions of this mortgage. SECOND. That the mortgagors shall keep the buildings on said real effor the use and benefit of the mortgagors shall keep the buildings on said real effor the use and benefit of the mortgagors shall keep the buildings on said real to so pay such prior liens or interest thereon or taxes, or promptly effect such off or take assignment of any prior liens or pay the interest thereon, and any thereon from the date of such payments, and shall be secured hereby; and shomortgage or its priority, or validity, or any rights or interests hereunder, the advancements hereunder or made necessary thereby, including reasonable att of the debt hereby secured to the same extent as if such sums were a part of the any such payments. A failure to comply with any one or more of the above conditions of this due, shall at the mortgage's option, cause the whole and all sums hereby secund or any indeptition of the plaintiff, without any notice whatsoever, appoint a receiver to the same to the payment of said debt under the order of the court and this stiproperty or any part thereof is used as a homestead, and without proof of any This stipulation is hereby made binding on said mortgagors, their heirs, a or leasing of said premises, while this mortgage remains unsatisfied, all rent shelts as aforesaid, and no payment made to anyone other than said mortgagee and collected in the same manner. IN WITNESS WHEREOF, signed by the mortgagors, the day and year and on the event a suit is lawfully commenced to foreclose this mortgage suit and collected in the same manner. ROY C. Anderson and Auna Auna and an and an and an and an and an and a	heirs, executors or assigns the sum of A. D. 1945, and \$180.00 or addition to interest, promissory note of the said and Anderson other sums of money as may at any time be state insured in some responsible companheir actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgagee may do sand all sums of money so paid shall be result mortgagee become involved in litigation this mortgage shall secure the repayment or fees incident thereto; and any and are original debt secured hereby, and with a secure of the filing of a bill or petition for the attention for the appointment of a receiver other grounds for	against all persons whomsoever. oid upon the following conditions:
All rights of homestead and contingent interest known as Dower, or how FIRST. That the mortgagors shall pay to the mortgagee orits	heirs, executors or assigns the sum of A. D. 1945, and \$180.00 or addition to interest, promissory note of the said of the sum of the sums of money as may at any time be state insured in some responsible companheir actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgagee may do sand all sums of money so paid shall be recould mortgagee become involved in litigating this mortgage shall secure the repayment of the secure of the repayment of the filing of a bill or petition for the land of said action or at any stage during thake possession of said property, and collection for the appointment of a receiver other grounds for the appointment of a re	against all persons whomsoever. oid upon the following conditions: (\$180.00) DOLLARS athe 26th day of each beyable semi-annually, e owing to the said mortgagee, according to the yor companies, satisfactory to the mortgagee, und renewal receipts to the mortgagee, y all interest thereon, and strictly comply with before delinquent; if mortgagors fail or neglect o, and is authorized hereby to at any time pay covered with eight per cent interest per annum on, in maintaining the security created by this t and recovery of all money, costs, expenses or Il such sums so paid out shall constitute a part be cent per annum thereon from the date ding the payment of any and all interest when the without notice or demand. bal sum, interest, attorney's fees and costs, and oreclosure of this mortgage, the court in which he pendency or progress of said cause, on appli- et and receive said rents and profits and apply shall apply and be in force whether or not said beceiver than the default aforesaid. tenants and assigns, and in case of the renting e mortgage herein, or assigns, to apply on said reliable to be considered as a part of the costs of the and erson and erson and a Notary Public in and for said County, and, a Notary Public in and for said County, and, a Notary Public in and for said County, and to, the foregoing mortgage as maker thereof,
All rights of homestead and contingent interest known as Dower, or how FIRST. That the mortgagors shall pay to the mortgagee orits	heirs, executors or assigns the sum of A. D. 1945, and \$180.00 or addition to interest, promissory note of the said of the said of the sum of and and and any time be state insured in some responsible companheir actual value, and deliver the policies and premises, if any, and shall promptly pare or may become a lien on said premises in insurance, then the mortgagee may do and all sums of money so paid shall be reported mortgagee become involved in litigating this mortgage shall secure the repayment of the result of the secured hereby, and with a coriginal debt secured hereby, and with a coriginal debt secured hereby, and with a property for the payment of said principal and the filing of a bill or petition for the stake possession of said property, and collective to become due and collectible forthwith the said action or at any stage during the take possession of said property, and collectible pulation for the appointment of a receiver other grounds for the appointment of a re	against all persons whomsoever. oid upon the following conditions: