

For Release of Annexed Mortgage See
Mortgage Record 96 Page 6/8

Raymond H. Croft

#355

Filed for record the 2 day of February
A.D. 1944 at 10:49 o'clock A.M.

To
The Monticello State Bank

Fee \$1.30

Pearl E. Shetterly, Recorder

MORTGAGE

THIS INDENTURE, Made this 29th day of July, 1943, by and between Raymond H. Croft, a single man of the County of Madison and State of Iowa party of the first part, and THE MONTICELLO STATE BANK, of Monticello, Iowa, party of the second part,

WITNESSETH: That the said Raymond H. Croft has become justly indebted to the said MONTICELLO STATE BANK in the sum of Five Thousand Seven Hundred Fifty DOLLARS

NOW THEREFORE, the said party of the first part, for the purpose of securing to the said party of the second part the payment of said amount and interest, and other matters herein set out, and the performance of the things hereinafter expressed, hereby conveys unto the said party of the second part, the following described land situated in the County of Madison and State of Iowa to-wit:

Mortgage Record No. 94, Madison County, Iowa

Winteret Madisonian, B-1912

The Northeast Quarter of the Northeast Quarter (NE NE) of Section Number Fourteen (14); The Southwest Quarter of the Northwest Quarter (SW NW); the South Ten (10) acres of the Northwest Quarter of the Northwest Quarter (NW NW); the South Twenty (20) acres of Northeast Quarter of the Northwest Quarter (NE NW); the North Nine (9) acres of the Northwest Quarter of the Northwest Quarter (NW NW); all of Section Number Thirteen (13); and a tract of land bounded as follows:- Commencing at a point 44 rods North and 35 rods and 13 3/4 links East of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW NW) of said Section Thirteen (13), thence East 44 rods 11 1/2 links, thence North 18 rods, thence West 44 rods 11 1/2 links, thence South Eighteen (18) rods to place of beginning; also the South Eight (8) acres of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE SE SE) of Section Number Eleven (11); and all that portion of the Southwest Quarter of the Southwest Quarter (SW SW) of Section Number Twelve (12) lying South of the main channel of the North River, except the following bounded tract:- Commencing at the Southeast Corner of said Forty (40) acre tract, running thence West Eighty-four (84) feet, thence North Five Hundred Ten and one-half (510 1/2) feet, thence West One Hundred Seventy-two and one-half (172 1/2) feet, thence South 81 degrees west Six Hundred (600) feet, thence North 8 3/4ths Degrees West to the center of the main channel of the North River, thence down the main channel of said River to the east line of said forty acres, thence South on the east side of said forty acre tract to the place of beginning. All of said lands being in and lying in Township Number Seventy-six (76) North, Range Number Twenty-eight (28) West of the Fifth Principal Meridian. Estimated as 153 acres of land more or less

including all buildings now or hereafter placed thereon, and all appurtenances thereunto belonging. the money hereby secured being the purchase price of said lands

And I do hereby covenant with the said MONTICELLO STATE BANK, its successors and assigns, that I am lawfully seized of ^{the} said premises, that the same are free from incumbrance. And I will WARRANT AND DEFEND the same against the lawful claims and demands of all persons. And and each of us do hereby relinquish all my contingent rights in and to said premises, including the right of Dower and homestead to the said grantee.

To be void upon condition that the said Raymond H. Croft shall pay or cause to be paid to the said MONTICELLO STATE BANK, or its successors or assigns Five Thousand Seven Hundred Fifty and 00/100 Dollars, according to the tenor of one promissory note therefor, dated July 29, 1943 payable at the said MONTICELLO STATE BANK, Monticello, Iowa, with interest on said note until paid, payable semi-annually at rate named therein, the last of which notes becomes due on the 1st day of March 1955.

And it is hereby stipulated, that should any interest or principal not be paid when due, it shall thereafter bear interest at the rate of seven per cent per annum, and this mortgage shall stand as security therefor.

It is expressly agreed that the mortgagor shall not do or suffer any act to be done in, upon, or about said premises, or any part thereof whereby the value of said mortgaged property shall be impaired, weakened, or diminished as a security for said principal sum and interest; shall keep all buildings on said premises constantly insured for two-thirds their value in good and satisfactory insurance companies for the benefit of the mortgagee, and shall place the policies for such insurance in the hands of said mortgagee, and shall pay all taxes and assessments on said premises before they become delinquent, and failing so to do, the mortgagee may effect such insurance, and pay such taxes and assessments, and this mortgage shall stand as security for said amounts so paid with seven per cent interest thereon.

And it is further agreed, that if default be made in the payment of any of said principal or interest for the space of thirty days after the same becomes due; or if any taxes or assessments on said premises remain unpaid for thirty days after they become delinquent, or in case of the commission of any waste on said premises, or in default of any of the covenants herein, then the whole indebtedness secured hereby shall become due and collectable at once, at the election of the holder hereof without any notice

and this mortgage may thereupon be foreclosed for the whole of said money with

taxes, and assessments mentioned herein, together with a legal

Winterset Madisionian, B-1912

attorney fee and all costs and expenses incurred for abstract or extension of abstract of title of above premises, or if a **suit** hereon is commenced but no foreclosure had, then a legal attorney fee and said expense of abstract shall be paid to the holder hereof, and this mortgage shall stand as security therefor.

It is further expressly agreed that this mortgage shall stand as security for any other indebtedness, direct or contingent, that the mortgagee may now hold or in the future during the life of this mortgage acquire against the said mortgagors, or either or any of them.

The holder of this mortgage may also at his or its election immediately upon the commencement of an action to foreclose this mortgage or upon the violation of the covenant above as to impairing weakening, or diminishing the security for this mortgage, have a receiver appointed by the proper court to take possession of all said mortgaged premises, receive and collect the rent and profits thereof and apply them, after paying the expenses of such receivership, in payment of the interest, taxes, insurance, and principal secured by or under this mortgage.

Signed this 29th day of July 1943.

Raymond H. Croft

STATE OF Iowa, Madison County, ss.

On this 29th day of July A.D. 1943, before me CLERK DISTRICT COURT in and for said County, personally came Raymond H. Croft, unmarried to me personally known to be the identical person named in and who executed the above mortgage as grantor and acknowledged that they executed the same as his voluntary act and deed.

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

(DISTRICT COURT SEAL) COMPARED

Rex V. Johnson CLERK DISTRICT COURT
in and for said County.

The Western Bohemian Fraternal

#362

Filed for record the 2 day of February +