

Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

Walter Loomis & wife

#3556

Filed for record the 20 day of November
A.D. 1944 at 10:05 o'clock A.M.To
Commercial State Bank,
Afton, Iowa

Fee \$.80 ✓

Pearl E. Shetterly, Recorder

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Walter Loomis, and Grace Loomis, husband and wife of the County of Madison and State of Iowa in consideration of the sum of Thirty Six Hundred (\$3,600) DOLLARS in hand paid, do hereby SELL AND CONVEY unto Commerical State Bank, Afton, Iowa of the County of Union and State of Iowa the following described premises, situated in the County of Madison and State of Iowa to-wit:

The West Half of the South East Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$), and the South West Quarter of the North East Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty Four (34), Township Seventy Four (74), North of Range Twenty Eight (28), West of the 5th. P.M. containing 120 acres more or less.

The intention being to convey hereby an absolute title, in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, unto the said Commercial State Bank, Afton, Iowa and to its heirs and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Walter Loomis and Grace Loomis heirs, executors or administrators shall pay or cause to be paid to the said Commercial State Bank, Afton, Iowa heirs, executors, administrators or assigns the sum of Thirty Six Hundred (\$3,600) Dollars, on the 29 day of June 1949 with interest thereon at the rate of 4 per cent, per annum, payable semi annually and until the same is fully paid, according to the tenor and effect of the one promissory note of said Walter Loomis and Grace Loomis bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment by the said parties of the first part, or their heirs, executors or administrators, of the said interest or principal or any part thereof, at the time the same becomes due or a failure on their part to pay the taxes of any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be committed, any waste upon said premises, or shall allow the same to diminish in value through any act or omission upon their part, then in case of the occurrence of either of said events, the whole principal sum and interest shall become due and payable.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing.

And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings, to be applied in payment of the sum above mentioned. The mortgagors agree to keep the buildings insured in an amount up to \$3,000 and mortgagees to hold policies and loss payable to them in case of fire or windstorm.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises, from the date hereof, until the sum shall be fully paid as aforesaid.

And the said Grace Loomis and Walter Loomis hereby relinquishes all their right of dower in and to the above described premises.

Signed this 29 day of June A.D. 1944.

Walter Loomis
Grace Loomis

STATE OF IOWA, Union County. }ss.

On the 29 day of June A.D. 1944, before me a Notary Public within and for said County, personally came Walter Loomis and Grace Loomis personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes here-

Re Recorded from Book 94-590 to show P.E. in right O.

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

in expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Afton, Iowa on the date last above written.
(Notarial Seal) Dorothy Brosnahan Notary Public
State of Iowa Union County)ss

On the 15th day of November, 1944, before me, a Notary Public within and for said County personally came Walter Loomis and Grace Loomis to me known to be the persons who signed the within instrument as corrected as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

NOTARIAL In testimony whereof, I have hereunto set my hand and affixed my official _ this 15 day of November, 1944.

Dorothy Brosnahan Notary Public *