

Mortgage Record No. 94, Madison County, Iowa

Winteret Madisonian, B-1912

Land Bank Commissioner et al

#475

Filed for record the 14 day of February

Notary Public in and for Douglas County, Nebraska
G. C. Everitt & wife et al #483 Filed for record the 14 day of February
A.D. 1944 at 2:35 o'clock P.M.
To Ruth Collins Fee \$1.50
Pearl E. Shetterly, Recorder
REAL ESTATE MORTGAGE

THIS INDENTURE, made this 4th day of January A.D. 1944 between G. C. Everitt and Ethel G. Everitt, his wife, and Curtis Everitt and Madeline Everitt, his wife, of the County of Polk and State of Iowa, parties of the first part, and Ruth Collins of the County of Madison and State of Iowa party of the second part,

Release of Amended Mortgage 3
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WITNESSETH: That the said parties of the first part in consideration of Four Hundred (\$400.00) and no/100 DOLLARS, the receipt whereof is hereby acknowledged, do, by these presents, SELL AND CONVEY unto the said party of the second part, her successors and assigns, forever, the following described real estate situated in the County of Madison, State of Iowa, to-wit:

The Southwest Fractional Quarter (S.W. $\frac{1}{4}$) of the
Northeast Fractional Quarter (N.E. $\frac{1}{4}$) of Section
Twenty-five (25) in Township Seventy-seven (77) North,
Range Twenty-six (26) West of 5th P.M.

This mortgage is second to a mortgage of Eight Hundred Dollars (\$800.00) which parties of the first part are hereby given the privilege of placing on said property as prior to this mortgage.

and also a first mortgage on first parties' share of all of the rents, issues, use and profits of said real estate from now until the debt secured thereby shall be paid in full.

Said parties of the first part hereby covenant that they have good right to sell and convey said premises, and that they are free from encumbrance, and hereby warrant the title against all persons whomsoever, and waive all right of dower and homestead therein.

CONDITIONED, HOWEVER, That if G. C. Everitt and Ethel G. Everitt, his wife, and Curtis Everitt and Madeline Everitt, his wife shall pay or cause to be paid to Ruth Collins, her successors or assigns, at Capital City State Bank, Des Moines, Iowa, or at such other place, either within or without the State, as the owner of the Note may from time to time designate, the sum of Four Hundred and no/100 (\$400.00) DOLLARS in lawful money of the United States which shall be legal tender in payment of all debts and dues, public or private, at the time of payment, payable as follows: Four Hundred (\$400.00) Dollars on or before the first day of March, 1945. with interest thereon, payable according to the tenor and effect of one promissory note signed by G. C. Everitt and Ethel G. Everitt, his wife, and Curtis Everitt and Madeline Everitt, his wife, payable to Ruth Collins and bearing even date with these presents; and shall promptly pay before the same shall become delinquent all taxes and special assessments of any kind, that may be levied within the State of Iowa, upon said premises, or any part thereof, or upon the interest of the mortgagee, her successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and shall procure and deliver to said party of the second part, her successors or assigns, on or before the first day of October in each and every year, duplicate receipts of the proper officers for the payment of all such taxes and assessments for the preceding year; and shall keep the buildings upon said premises constantly insured in some reliable insurance company, to be approved by the said party of the second part, her successors or assigns to the amount of not less than the loss or damage to be made payable to said party of the second part, her successors or assigns, as her interest may appear, and all of which insurance policies and renewal receipts shall be endorsed and delivered to said party of the second part, her successors or assigns; and shall keep the buildings and other improvements on said premises in as good repair and condition as at this time, ordinary wear and tear only excepted; and shall pay all expenses and attorney's fees incurred by said second party, her successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to be and remain in full force.

It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, the said party of the second part, her successors or assigns. (whether electing to declare the whole mortgage due and collectible or not).

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may effect the insurance above provided for, and may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at seven per cent per annum, from time of payment shall be a lien against said premises.

And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, promptly on maturity, or if there shall be a failure to comply with any or every condition of this mortgage, then said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes assessments or insurance premiums, shall become due and collectible at once, by foreclosure or otherwise, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the party of the second part, or assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same, as he may deem best for the interest of all parties concerned, and shall be liable to account to said first parties only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, the whole indebtedness secured by this mortgage shall draw interest at the rate of seven per cent per annum.

And it is agreed that if said note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, the parties of the first part will pay a reasonable attorney fee for any service rendered by attorney in connection herewith, and all expenses incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly, and the abstracts furnished herewith shall become the property of the grantee if a sheriff's deed is issued.

Provided always, that if the said first parties, their heirs, administrators or assigns shall pay or cause to be paid the said note, interest, taxes and assessments, as specified in said note and in this mortgage, and shall fully perform all the covenants and agreements herein expressed, then this mortgage shall be fully satisfied and the said second party shall release said real estate at the expense of the party of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

G C Everitt
Ethel G Everitt

Curtis Everitt
Madeline Everitt

State of Iowa Polk County)ss.

Iowa
Notary Public in and for Polk County,
My Commission Expires July 4, 1945

On this 4th day of Jan. A.D. 1944 Nineteen Hundred and Forty 4, before me, David W. Fletcher

a Notary Public in and for Polk County, State of Iowa, personally appeared G. C. Everitt and Ethel G. Everitt, his wife, and Curtis Everitt and Madeline Everitt, his 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.

(Notarial Seal)

David W Fletcher
Notary Public in and for said County
and State.