

Mortgage Record No. 94, Madison County, Iowa

IN and for Madison County, State of Iowa.
Fred Eyerly & Nona C. Eyerly, #559 Filed for record the 19 day of February
Husband and wife A.D. 1944 at 1:35 o'clock P.M.
To Fee \$.90 ✓
Central Life Assurance Society Pearl E. Shetterly, Recorder
(Mutual) Des Moines, Iowa.

IOWA MORTGAGE

FOR THE CONSIDERATION OF Three Thousand Five Hundred and no/100 DOLLARS, Fred Eyerly and Nona C. Eyerly, husband and wife of Madison County, State of Iowa, first parties hereby convey to the CENTRAL LIFE ASSURANCE SOCIETY (MUTUAL), a corporation, of Des Moines, Iowa, second party, the following real estate situated in Madison County, Iowa, described as follows, to-wit:

The South 3/4 of the East Half of the Southeast Quarter of Section 7, and the North Half of the Northeast Quarter of the Northeast Quarter of Section 18, all in Township 75 North, Range 27 West of the 5th P.M.

and also all of the rents, issues, use and profits of the said land, and the crops raised hereon from now until the debt secured thereby shall be paid in full.

THE SAID FIRST PARTIES hereby warrant the title against all persons whomsoever. To be void upon condition that said first parties pay said second party, successors or assigns, one certain promissory note of the said Fred Eyerly and Nona C. Eyerly, husband and wife for Three Thousand Five Hundred and no/100 DOLLARS, bearing even date herewith, payable to said second party or order at the Home Office of said second party in Des Moines, Iowa, due as set out in said note with interest thereon from March 1, 1944, at rate per annum stated in said note to maturity, and at the rate of seven per centum per annum thereafter, payable semi annually at the Home Office of the CENTRAL LIFE ASSURANCE SOCIETY (MUTUAL) at Des Moines, Iowa, on the 1st day of March & September in each year.

SAID FIRST PARTIES shall not suffer waste; shall pay all taxes and assessments upon

Mortgage Record No. 94, Madison County, Iowa

Winterset, Madisonian, B-1912

said property or on this mortgage or the debt secured hereby laid or assessed in Iowa, also personal taxes and shall deliver to said second party, receipts of the proper officers for the payment thereof; shall keep buildings thereon insured to the satisfaction of said second party for at least two-thirds of their value, delivering all policies and renewal receipts to second party; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded and pay the cost of recording; and shall pay, in case of suit, all reasonable attorney's fees and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigations with third parties to protect the lien of this mortgage.

It is also agreed that in case of default in any respect the mortgagee, either before or on the commencement of an action to foreclose this mortgage, or at any time thereafter shall be entitled to the appointment of a Receiver, who shall have the power to take and hold possession of the said premises and to rent the same, collect the rents and profits therefrom for the benefit of the said mortgagee, and such right shall in no way be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such Receiver appointed upon application of the mortgagee shall exist regardless of the fact of the solvency or insolvency of the debtor or mortgagor, and regardless of the value of the said mortgaged premises or the waste, loss and destruction of the rents and profits of such mortgaged premises during the statutory period of redemption.

A FAILURE to comply with any one of the agreements hereof shall cause the whole debt at once to become due and collectible, at the option of the second party without notice.

ALL MONEY paid by said second party or assigns for insurance or taxes shall bear interest at the rate of seven per centum per annum payable annually, and be a lien on said land under this mortgage.

Dated this 18th day of February 1944.

Fred Eyerly
Nona C. Eyerly

State of Iowa, County of Madison)ss.

On this 19th day of February, A.D. 1944, before me Harry F. Anderson, a Notary Public in and for Madison County, Iowa, personally appeared Fred Eyerly and Nona C. Eyerly, husband and wife personally known to me to be the identical persons whose names are affixed to the above instrument as Grantors, and acknowledged the execution thereof to be their voluntary act and deed, for the purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed my official seal at Winterset, Iowa, on the day and date last above written.

My Commission expires July 4, 1945

Harry F. Anderson Notary Public
in and for Madison County, Iowa.

4500

Filed for record the 22 day of February *