

-95-
Mortgage Record, Madison County, Iowa

549

MATT PARROTT & SONS CO., WATERLOO, IOWA D54298

MORTGAGE
Bill Algreen & wife
TO
Neil E. Kelley
Filed for Record this 1 day of March
19.44 at 4:28 o'clock P.M.
#786 Pearl E. Shetterly, Recorder.
Recording Fee \$ 1.10

THIS MORTGAGE, made the 1st day of March, 1944, by and between
We, Bill Algreen and Margaret L. Algreen, Individually and as husband and wife,
of Madison County and State of Iowa, hereinafter called the mortgagors and
Neil E. Kelley of Winterset, Madison County, Iowa,
hereinafter called the mortgagee.

WITNESSETH: That the mortgagors in consideration of the sum of
Four Thousand Five Hundred & No/100 - - - - - (\$ 4,500.00) DOLLARS

paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns forever, the following tracts of land in the county of
Madison State of Iowa, to-wit:

The South Half (S 1/2) of the Southwest Quarter (SW 1/4)
and the Southwest Quarter (SW 1/4) of the Southeast
Quarter (SE 1/4) except a tract described as follows:-
Commencing at the Northeast corner of said 40-acre
tract, running thence West 34 rods, thence South
14 rods, thence East 34 rods, thence North 14 rods
to the place of beginning, all in Section Ten (10),
in Township Seventy-six (76) North, Range Twenty-
nine (29) West of the 5th P.M., Madison County,
Iowa.

To Raymond R. Gillespie
For Assignment of Annexed Mortgage See
Mortgage Record 96 Page 212

This Mortgage having been
recorded in the time of record, this
23 day of March, 1954
Raymond R. Gillespie
Witness M. Wade
Recorder

containing in all 115.5 more or less acres/with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interest known as Dower, or however else, are hereby conveyed. To be void upon the following conditions:

FIRST. That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns the sum of
Two Hundred Fifty & No/100 - - - - - (\$ 250.00) DOLLARS
on the 1st day of March, A. D. 1945, and \$250.00 on the 1st day of March in
each of the years 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953 and \$2250.00 on March
1st, 1954 in addition to interest, payable semi-annually.

according to the tenor and effect of the one certain promissory note of the said
Bill Algreen and Margaret L. Algreen
dated March 1st, A. D. 1944, and all such other sums of money as may at any time be owing to the said mortgagee, according to the
terms of such indebtedness, or of the conditions of this mortgage.

SECOND. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee,
for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

THIRD. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with
all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect
to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay
off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum
thereon from the date of such payments, and shall be secured hereby; and should mortgagee become involved in litigation, in maintaining the security created by this
mortgage or its priority, or validity, or any rights or interests hereunder, then this mortgage shall secure the repayment and recovery of all money, costs, expenses or
advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part
of the debt hereby secured to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the date
of any such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of any and all interest when
due, shall at the mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and
authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which
said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on appli-
cation of the plaintiff, without any notice whatsoever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply
the same to the payment of said debt under the order of the court and this stipulation for the appointment of a receiver shall apply and be in force whether or not said
property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting
or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said
debt as aforesaid, and no payment made to anyone other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the
suit and collected in the same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Bill Algreen

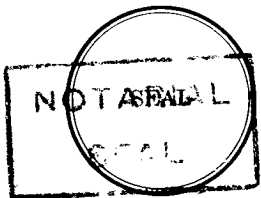
Margaret L. Algreen

STATE OF IOWA, MADISON COUNTY, SS.

On this 1st day of March, A. D. 1944, before the undersigned, a Notary Public in and for said County,
came Bill Algreen and Margaret L. Algreen, husband and wife

to me personally known to be the identical persons whose names are subscribed to, the foregoing mortgage as maker thereof,
and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year last above written.



J. W. McKee

Notary Public in and for Madison County, Iowa.