Carl White & wife	#90	Filed for record the 8 day of January A.D. 1944 at 10:55 o'clock A.M.
To	Fee $3.20	
BANKERS TRUST COMPANY, Trustee	TRUST DEED	Pearl E. Shetterly, Recorder

THIS INDENTURE, made this 5th day of January A.D. 1944 by and between Carl White and Margaret White, husband and wife of the County of Polk and State of Iowa, jointly and severally, party of the first part, and the BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of Iowa, with principal offices in the City of Des Moines, County of Polk, State of Iowa, party of the second part, (hereafter called the "Trust Company" for the sake of brevity), Trustee,

WITNESSETH: THAT WHEREAS, the said Carl White and Margaret White are justly indebted to the legal holder or holders of the one principal promissory note hereinafter described in the principal sum of Seven Thousand and no/100 DOLLARS ($7000.00), evidenced by the one principal promissory note or notes of the said Carl White and Margaret White bearing even date herewith described as follows:

> One note for Seven Thousand and no/100 ($7000.00) Dollars, dated January 5, 1944, and payable on the 5th day of January, 1945, to the order of ourselves

For ~~Assignment~~ Release of Annexed Mortgage See Record 96 Page 39

Winterset Madisonian. B-1912

all bearing interest semi annually until maturity at the rate of Five per centum per annum, also bearing interest after maturity at the rate of eight per centum per annum. The said payments of both principal and interest are to be made at the Banking Office of the said Trust Company in the City of Des Moines, County of Polk, and State of Iowa. The identity of each said principal note is evidenced by the certificate thereon of said trustee.

NOW, THEREFORE, the said party of the first part, in consideration of Seven Thousand and no/100 Dollars ($7000.00), paid, receipt of which is hereby acknowledged, and in order to secure the prompt payment of the principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the party of the first part, does hereby grant, bargain, sell, convey and warrant the title unto the said Trust Company in and to all and singular the real estate, lying and being in the County of Madison, and State of Iowa, known and described as follows:

The West Half (W½) of the Southwest Quarter (SW¼) of Section Nine (9); the Southeast Quarter (SE¼) of Section Eight (8); the East Half (E½) of the Southwest Quarter (SW¼) of Section Eight (8), all being in Township Seventy-four (74) North, Range Twenty-Six (26), West of the 5th P.M., Iowa

TOGETHER WITH all and singular the tenements, hereditaments, privileges and appurtenances thereto belonging or in any wise appertaining thereto, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter/be placed thereon; and also, all the right, title, interest and estate of said party of the first part, and of any one or more persons forming a component part of said party of the first part, in and to said premises, including those of dower, courtesy, and the surviving spouse's distributive share, homestead, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained, all of which are hereby expressly waived, relinquished and released

TO HAVE AND TO HOLD, unto said Bankers Trust Company, party of the second part, as Trustee, for the purposes, uses and trusts herein expressed, free from all benefit of exemption laws, but in trust, nevertheless, for the equal and proportionate benefit and security of each and every present and future holder of any of the notes, or the coupons thereto appertaining, issued under and secured by this indenture, without preference, priority, or distinction, as to lien, or otherwise, of any of said notes over any of the other of said notes issued hereunder, by reason of the date of maturity, or otherwise, whether matured or not matured.

MOREOVER, said party of the first part hereby covenants and agrees with said party of the second part as follows, to-wit:

(1) That some one or more of said first party is the owner of said premises in Fee Simple and has good right and lawful authority to sell, mortgage and convey the same; that the same are free from all encumbrances whatsoever, and that said first party warrants and will forever defend the title thereto against the claims of all persons whomsoever.

(2) That said party of the first part will pay all notes, interest and indebtedness herein mentioned according to the tenor and effect of the said notes and coupons.

(3) That said party of the first part will keep the buildings, fences, improvements, and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will keep said premises free from all claims for liens thereon.

(4) The said party of the first part will pay before they become delinquent all taxes, assessments and special assessments of every kind that may be levied upon said

Winterset Madisonian, B-1912

premises or any part thereof, or assessed by authority of the State of Iowa, or any political division thereof, or any Municipality therein, whether on said real estate or any part thereof, or upon the interest of the Trustee herein or upon the interest of the holder or holders of any of said notes or upon the lien created by this instrument or upon said Trust Company or his or its successors in trust, or the legal holder or holders of any of said notes by reason of his, her, its or their ownership thereof, and will procure and deliver to said party of the second part, at his or its office, the official receipt of the proper officer showing payment of all such taxes and assessments before the date upon which such taxes become delinquent.

(5) That said party of the first part will keep all buildings that may be at any time upon said premises during the continuance of this indebtedness insured against fire, lightning and windstorm, in such company or companies as may be satisfactory to the Trust Company, and for such amount as said party of the second part may from time to time direct, free from co-insurance provisions in the policies of insurance.

In event of loss or damage by fire, lightning or windstorm, the said Trust Company shall make adjustment of the loss, collect the insurance and apply same either to the principal indebtedness secured hereby or to the rebuilding or repairing of the buildings so damaged or shall turn the said policies over to the party of the first part for them to collect the said insurance and apply same to the rebuilding or repairing of the buildings so damaged, but in no event shall the Trust Company be responsible for any amount greater than the amount collected, less the costs of collecting same, including a reasonable fee for the services of the Trust Company which shall include attorney's fees, in event it shall be necessary to collect same by action in Court or employ the services of an attorney in collecting same. And the said Trust Company shall be the sole judge as to the necessity for commencing an action or the employment of an attorney in collecting or adjusting any losses or damages.

(6) That in case said party of the first part fails to pay any tax, assessment or special assessment, or fails to keep the buildings, fences and fixtures on said premises in good repair and insured as above provided, or allows said premises to become subject to claims for liens, said Trust Company, or his or its successor in trust, or the legal holder or holders of said principal notes, may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove, or discharge any claim, lien or encumbrance, or may purchase any tax title, or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this trust deed thereon, and may employ attorneys at law to perform any service connected with this trust deed, or to prosecute or defend any suit affecting or involving the title or possession of said premises, or liens thereon, or the interests of the legal holder or holders of any of said notes; and that all moneys paid for any such purpose and all moneys paid out by said party of the second part, or his or its successor in trust, or the legal holder or holders of any of said principal notes, to protect the lien of this trust deed and the security intended to be affected hereby, shall be immediately due and payable with interest thereon at the rate of eight per centum per annum, and become so much additional indebtedness secured by this trust deed; provided however, that it shall not be obligatory upon said Trust Company, or his or its successors in trust, or the legal holder or holders of said principal note or notes, to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or tax sales, (the receipt of the proper officers

Winterset Madisonian, B-1912

being conclusive evidence of the validity and amount thereof), or into the necessity for such repairs.

Where herein provision is made for interest at the rate of eight per cent (8%), it shall be construed to mean interest at the rate of seven percent (7%).

(7) That in case the said Trust Company, or his or its successors in trust, or the legal holder or holders of said principal note or notes, shall become or be made a party to any suit by reason of this trust deed, the reasonable charges and fees of the attorneys for services in such suit for all such persons so made parties shall be a further charge and lien upon the premises under this trust deed, and that all such fees and charges, together with interest thereon at the rate of eight per centum per annum, shall become so much additional indebtedness secured by this trust deed, and shall be paid out of the proceeds of sale of said property if not otherwise paid by said party of the first part.

(8) That if default be made in the performance of any of the covenants or promises herein, or in any of said notes contained, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessment, insurance, attorney's fees, costs, charges, or expenses, shall, at the election of the trustee or of the legal holder or holders of said principal notes, or any of them, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said notes, or herein, to the contrary notwithstanding, and thereupon the said Trust Company, or his or its successor in trust, shall have the right (either with or without the process of law, using such force as may be necessary), to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to him shall deem best, and to collect and receive all the rents, issues, and profits thereof, and to make alterations, improvements, and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property and either said Trustee or the legal holder of any of said notes shall have the right to foreclose this trust deed and shall have all other rights and remedies that the law provides.

(9) That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for the redemption from any sale of said premises or foreclosure, and either independently or in connection with any foreclosure, any court of competent jurisdiction, without consideration of the value of the trust, and without consideration of the solvency of any person, or persons, liable for the payments of such amounts, upon application of the party of the second part, or his or its successor in trust, or the purchaser at such sale, shall, at once and without notice to the party of the first part or any other person, appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from the foreclosure sale shall expire, and out of the rents, issues and profits to make necessary repairs and to keep the said premises in proper condition and repair, and pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments or special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this trust deed and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

(10) That in case suit be brought to foreclose this trust deed, an adequate and

Winterset Madisonian, B-1912

reasonable sum shall be allowed to the complainant in such proceeding for attorneys' and stenographers' fees, and the cost of the complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosures.

(11) And out of the proceeds of any sale, under foreclosure of this trust deed, shall be paid: First-All the costs of such suit or suits, advertising sale and conveyance, including attorneys', solicitors', stenographers', and trustees' fees, abstracts documentary evidence, and cost of examination of title. Second-All the moneys advanced by the party of the second part, and his or its successor in trust, and any of the holders of any of the said notes, for any purpose authorized in this trust deed, with interest thereon at the rate of eight per centum per annum as aforesaid. Third-All the accrued interest remaining unpaid on the indebtedness and interest coupons hereby secured. Fourth-All of said principal money remaining unpaid; and, Fifth-The overplus, if any there be, shall then be paid to whomsoever is legally entitled to the same as the Court may direct. And it shall/not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money.

(12) That this indenture and the notes secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Iowa, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the heirs, legal representatives, and assigns of all holders of any of said notes.

WHENEVER said party of the first part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and, up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed by the said party of the first part, then all of such covenants and agreements shall cease and determine (but not otherwise) and the said party of the first part, or the legal representatives, heirs or assigns of said party, upon the payment of the reasonable fees of said party of the second part, or his or its successor in trust, shall be entitled to a satisfaction of this trust deed, but shall pay the expense of recording same.

PROVIDED ALWAYS, that said Trust Company, his or its successor in trust, or the Agent or Attorney of said Trustee, or the legal holder or holders of any note secured hereby, shall incur no personal liability for what he or they may do, or omit to do, under the powers contained in this deed, except in case of his or their own gross negligence or misconduct.

In Witness Whereof, the said parties of the first part hereunto set their hands and seals the day first above written.

Signed, Sealed and Delivered in the presence of U N Ellison Witnesses

Carl White
Margaret White

State of Iowa County of Polk)ss.

On this 6th day of January, A.D. 1944, before me a Notary Public in and for the County of Polk and State of Iowa, personally appeared Carl White and Margaret White, husband and wife to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

NOTARY SEAL

I G Abegg Notary Public
in and for Polk County, Iowa