

90

Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

and the

My Commission expires on the 4th day of July, 1945.

William Evison and wife

#1062

Filed for record the 2 day of April
A.D. 1945 at 2:53 o'clock P.M.

To
A. M. Miller

Fee \$1.00

Pearl E. Shetterly, Recorder

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, William Evison and Margaret Evison, his wife, of Madison County, and State of Iowa in consideration of the sum of Three Thousand DOLLARS, in hand paid by A. M. Miller of Jasper County, and State of Iowa do hereby SELL AND CONVEY unto the said A. M. Miller the following described premises, situated in the County of Madison and State of Iowa to-wit:

The South one half of the South East Quarter and the South One half of the South West Quarter ($\frac{1}{4}$) of Section Thirty five (35) Township Seventy Four (74) North Range Twenty seven (27) West of the 5th P.M.

also the following described land situated in Clarke County Iowa to-wit:-

The North one half ($\frac{1}{2}$) of the North One half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) of section Two (2) Township seventy three (73) North Range Twenty seven (27) West 5th P.M.

containing 200 acres; together with all future rents, issue and profits of said premises.

And hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except - and we hereby release all our right of homestead and dower interest therein.

The above sale and conveyance is however, made upon the following express condition; that if William Evison and Margaret Evison shall pay or cause to be paid, the sum of Three Thousand DOLLARS according to the tenor and effect of one certain promissory note, described as follows: Three Thousand Dollars, due March 1st 1950 bearing even date herewith, payable to the order of said A. M. Miller with interest thereon from March 1st 1945 at the rate of $4\frac{1}{2}$ per cent per annum, payable annually, and any and all taxes levied and assessed upon said notes or to the owner or holder of same by reason thereof, then the above sale and conveyance shall be void, but otherwise it shall remain in full force and effect.

And it is hereby agreed, that, if the said mortgagors allow any taxes upon any part of

For Release of Annexed Mortgage See
Mortgage Record 96 Page 402

Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

said premises to become delinquent and remain unpaid, or allow any part thereof to be sold for taxes, or fail to insure the buildings on premises in a reliable stock company in an amount equal to two-thirds the value thereof, payable to mortgagee, or fail to pay any of the notes herein described or the interest due therefor as the same becomes due, or commit waste on said premises, or if any tax or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause the entire principal sum hereby secured and all interest accrued thereon, at the option of the mortgagee or assigns, to become immediately due and payable, and the mortgagee his heirs, or assigns, may, without demand or notice upon mortgagors, or grantees, proceed at once to foreclose this mortgage. It is further agreed that for the protection of the lien created by this mortgage, the holder of the notes herein described, may pay off any lien or liens on said land, for taxes or otherwise, whether prior or subsequent, that may in any manner affect the title to said premises and any taxes levied against the holder of said notes, for same and the money so paid shall immediately become due and payable and bear interest at eight per cent, and this mortgage shall stand security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage then the said mortgagors agree to pay a reasonable attorney's fee, which shall be included in the judgment in such foreclosure case.

It is also agreed, that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs, or assigns, shall, before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, be entitled to the appointment of a receiver, who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, for the benefit of the said mortgagee his heirs, or assigns and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee, shall exist regardless of the fact of the solvency or insolvency of the mortgagor, and regardless of the value of said mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense.

Dated this 27th day of March 1945.

William Evison
Margaret Evison

STATE OF IOWA, Clarke County, ss:

On this 27th day of March A.D., 1945, before me Alfred B. Miller, a Notary Public in and for Clarke County, personally appeared William Evison and Margaret Evison to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto and acknowledged that they executed the same as their

voluntary act and deed.

NOTARIAL
MADE under my hand and seal of office the day and year last above written.
SEAL

Alfred B. Miller
Notary Public in and for said County.