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Mortgage Record No. 96, Madison County, Iowa

NOTARY RUDITO IN and IOF Sald County and Diate. #1346 George F. Dickey & Hazel F. Dickey, Filed for record the 12 day of March A.D. 1946 at 11:43 o*clock A.M. husband and wife Fee \$.80 < To Fearl E. Shetterly, Recorder Central Life Assurance Society (Mutual) Des Moines, Iowa Wilma M. Wade, Deputy IOWA MORTGAGE

FOR THE CONSIDERATION OF Three Thousand Five Hundred & no/100 DOLLARS, GEORGE F. PICKEY & HAZEL F. DICKEY, husband and wife of Madison County, State of Iowa, first parties, Towa, second party, the following real estate situated in Madison County, Iowa, described as follows, to-wit: as follows, to-wit:

> South Half of Southwest Quarter of Section 17, Township 77 North, Range 26 West of the 5th P.M.

and also all of the rents, issues, use and profits of the said land, and the crops raised thereon 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 The void upon condition that said first parties pay said second party, successors or assigns, one certain promissory note of the said above mortgagors 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, 1946 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 January & July in each year.

SAID FIRST PARTIES shall not suffer waste; shall pay all taxes and assessments upon said property or on this mortgage or the debt secured hereby laid or assessed in Lowe $_{n_{a}}$ 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

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JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

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 28th day of February, 1946

George F Dickey Hazel F. Dickey 245

State of Iowa, County of Polk)ss.

On this 9th day of March, A.D. 1946, before me Lewis Lunstrum, a Notary Public in end for Polk County, Iowa, personally appeared George F. Dickey & Hazel F. Dickey, 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.

NOTARIAL Des Moines, Iowa Iowa, on the day and date last above written. Iewis Lunstrum Notary Fublic in and for Polk County, Iowa My commission expires July 4, 1948 Hiled for record the 14 day of March