

Mortgage Record, No. 97, Madison County, Iowa

WINTERSET MADISONIAN, B-23410

Lloyd B. Callison, Hazel Callison
and Albert A. Callison
TO
Clarence E. Meyer

Filed for Record the 13 day of March 1946
at 2:48 o'clock P. M.
#1371 Pearl E. Shetterly
Recorder.
By
Recording fee, \$ 1.50 Deputy.

THIS INDENTURE, Made and entered into this 27th day of February A. D. 1946
by and between Lloyd B. Callison, and wife, Hazel Callison, and Albert A. Callison, Single
of the County of Madison and State of Iowa, party of the first part, Mortgagor, and
Clarence E. Meyer
of Winterset, Iowa, party of the second part, Mortgagee.

WITNESSETH: That the said party of the first part for and in consideration of the sum of
Twenty Thousand (\$20,000.00) - - - - - (\$20,000.00) DOLLARS
paid by the said party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and con-
vey unto the said second party, its heirs, successors and assigns forever, the following described real estate, situated in the
County of Madison and State of Iowa, to-wit:

The North Half (1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of the Southwest
Quarter (SW1/4) of Section 36, in Township 76 North, Range 28, West of the 5th P.M., Iowa, except
therefrom a strip two (2) rods wide along the whole of the North side of said tract; and a tract
of land described as follows: Commencing at a point 20 rods North of the Southeast Corner of the
Southwest Quarter (SW1/4) of said Section, Township and Range, thence West 16 rods, thence South 4
rods and 5 links, thence East 16 rods, thence North 4 rods and 5 links to place of beginning, and
this mortgage also includes all buildings, seed stock, graders, motors, moisture testers, one 1938
V-8 Panel truck, one safe, check protector, desk, chairs, cupboards, stove, and any and all other
fixtures, furniture and equipment of every kind and character which is now used in and is a part of
the Meyer Hybrid seed corn business whether described herein or not, including the office building,
processing plant, storage house, grader house, brooder house, small storage house, and double
cornerib.

This mortgage is subject to the provisions of a certain contract between the parties hereto
and the promissory note secured thereby is subject to said contract, said contract being Recorded
in Misc. Records 24 Page 399.

In the event of sale or exchange this mortgage and the debt secured thereby becomes due and
payable at once.

with all appurtenances thereto belonging and also all the rents, issues, use and profits of said land, including all crops matured
and unmatured grown upon said land and income therefrom, from the date of this instrument until the debt secured hereby
shall be paid in full.

To have and to hold the premises above described with all the appurtenances thereto belonging and all estate, title, dower,
right of homestead and claims whatsoever of said first party unto the said second party, its heirs, executors and assigns for-
ever; the intention being to convey an absolute title in fee to said premises.

And the said first party does hereby covenant to and with the second party, its heirs, successors and assigns, that they
are lawfully seized in fee of the premises aforesaid; that the said premises are free and clear of all encumbrances; and that
they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Provided, however, that if the first party shall pay or cause to be paid to the second party, its heirs, successors or assigns
the sum of Twenty Thousand - - - - - (\$20,000.00) DOLLARS
Two Thousand (\$2000.00) Dollars, on the 15th day of January 1947, and the balance according
to the terms of said promissory note of even date herewith, payable to Clarence E. Meyer
with interest according to the tenor and effect of promissory note--of the said

of even date herewith, payable to
and all such sums of money as may be advanced by the party of the second part, its heirs, successors, or assigns, and shall
keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform
then These Presents to Be Void, otherwise to remain in full force and effect.

First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and agrees
with second party, its heirs, successors and assigns, as follows:

- First. To pay or cause to be paid the principal sum and interest above specified, or as set out in the certain promissory note or notes hereinbefore referred to, together
with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by second party, its successors or assigns, in maintaining
the priority of this mortgage, or in foreclosing the same or in defending any action affecting the title to said property.
- Second. To pay all taxes, assessments and other charges which are now a lien or may hereafter be levied or assessed upon or against the said premises or any part thereof, or
on this mortgage or the debt secured thereby before the same shall become delinquent.
- Third. To keep the buildings erected thereon or at any time hereafter erected upon said property, insured against loss or damage by fire, lightning and tornado in a sum not
less than two-thirds of their actual value, loss, if any, payable to second party, or its successors or assigns, such insurance to be obtained in a company satisfactory to second
party; to pay the premium for such insurance when the policies are issued, and to deliver such policies and all renewals to second party.
- Fourth. To keep all improvements, including fences, and all appurtenances thereto now upon or hereafter erected on the said premises in good condition and repair, and not to
commit or permit waste of the premises hereby mortgaged, nor use or allow same to be used for any unlawful purpose.
- Fifth. That should first party fail to pay said taxes, charges or assessments, or to effect and maintain said fire and tornado insurance or suffer waste or permit said premises
to be used for any unlawful purpose, then the second party may pay such taxes, charges and assessments, may purchase insurance, may redeem from tax sale, may enjoin any
waste or removal of improvements or use of said property for any unlawful purposes and any moneys so expended shall be repaid to second party, its successors or assigns, with
interest at seven per cent per annum from the date of such payments, and all such expenditures shall be secured by this mortgage and shall be collectible as a part of and in
the same manner as the principal sum hereby secured. This mortgage is given as a purchase price mortgage.
- Sixth. And it is further agreed between the parties hereto that if default shall be made in payment of the debt secured by this mortgage, or any part thereof, either principal
or interest, as the same matures or if first party allows the taxes or assessments or other charges on the said mortgaged property, or any part thereof, to become delinquent; or
remove or suffer to be removed any buildings, fences, or other improvements therefrom; or fail to keep said buildings, fences and all other improvements that are now on said
property, or that may hereafter at any time be placed thereon, in good repair, or fail to keep the buildings now erected, or hereafter to be erected on said property, insured
against loss or damage by fire and lightning and tornado, payable as above provided; or fail to pay the insurance premiums when the contemplated policies are issued; or fail to
deliver such policies, or any renewals thereof, to second party, or its assigns; or use or permit said property to be used for any unlawful purpose, or do any other act
whereby the value of said property shall be diminished; or if any suit be brought by any person, affecting in any manner, the title of first party, or wherein a lien is claimed
superior to this mortgage or affecting in any manner its validity, then upon the happening of any of said contingencies, at the option of second party, or its assigns, the whole
indebtedness secured hereby shall without notice immediately become due and collectible; and the second party or its assigns may proceed at once, or at any time later, to fore-
close this mortgage.
- Seventh. It is further agreed that the rents, issues, and profits of said real estate are hereby pledged as security for payment of said debt, interest, attorney fees and costs,
and that in case of foreclosure of this mortgage for any cause, the holder of same shall be entitled to have a receiver appointed to take possession of said property, real and per-
sonal, pending foreclosure, sale and redemption, and to collect the rents of said real estate and apply the net profits to the payment of said debt and interest and costs of the
suit after deducting all the costs of such proceedings.
- Eighth. It is further agreed and the party of the first part hereby expressly waives the privileges and rights which are afforded by the homestead statutes of the State of
Iowa, especially agreeing that the said premises shall be liable for the debt hereby secured, and in case of the foreclosure of this mortgage for any cause, the premises herein-
above described may be offered for sale as one tract.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written.

Lloyd B. Callison
Hazel D. Callison
Albert A Callison

STATE OF IOWA, Madison County, ss.
On the 28 day of February A. D. 1946, before the undersigned, a Notary Public in and for Madison
County, Iowa, came Lloyd B. Callison Hazel Callison and Albert A. Callison

to me personally known to be the identical person.s whose names are subscribed to the foregoing
mortgage as maker.s 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.

Jno. N. Hartley
Notary Public in and for Madison County, Iowa.



This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
15 day of July 1947
Clarence E. Meyer
Witness M. Grace Recorder