

Mortgage Record No. 96, Madison County, Iowa

Jan Kobylasz and wife

#1767

Filed for record the 4 day of April
A.D. 1946 at 10:46 o'clock A.M.To
The Union Central Life Insurance
Company of Cincinnati, Ohio

Fee \$2.00

Pearl E. Shetterly, Recorder

MORTGAGE

In Consideration of Two Thousand One Hundred Eighty Eight and 73/100 (\$2,188.73)
DOLLARS, Jan Kobylasz and Jennie Kobylasz, husband and wife, of Madison County, State of
Iowa, party of the first part, hereby convey to THE UNION CENTRAL LIFE INSURANCE COMPANY
a corporation of Cincinnati, Ohio, party of the second part, the following real estate
situate in Madison County, Iowa, described as follows, to wit:

The Southwest Quarter of the Northeast Quarter of the Southeast Quarter of
Section 19; and a strip of land described as follows: Commencing at the
Northeast corner of the South Half of the Southeast Quarter of Section 19, run-
ning thence West 96 rods, thence South 55 rods, thence East 8 rods, thence South 25
rods, thence East 88 rods, thence North to place of beginning; and the East 60 acres
of the North Half of the Northeast Quarter of Section 30, excepting therefrom the fol-
lowing described tract, to-wit: Commencing at the Southeast corner of the East Half
of the Northwest Quarter of the Northeast Quarter of Section 30 and running thence
North 13 rods, thence West 12½ rods, thence South 13 rods, thence East 12½ rods to
place of beginning; all in Township 75 North, Range 26 West of the Fifth P.M., and
being the same real estate conveyed by The Union Central Life Insurance Company to
the party of the first part herein by deed dated the 27th day of March, 1946, ex-
cepting from the said real estate the oil, gas and other hydrocarbon and mineral
rights reserved in the aforementioned Deed.

The parties of the first part also covenant and agree that they will join in and con-
sent to any oil, gas and other hydrocarbon or mineral lease into which the Party of the
Second Part may enter, and the Parties of the First Part's share of the proceeds thereof
or arising out of existing leases is to be applied on the indebtedness secured by this
Mortgage in such manner as the Party of the Second Part may elect.

This Mortgage is given to secure the balance of purchase money for the above described
real estate.

And the party of the first part does hereby sell and convey to the party of the second
part, or to the holder of this mortgage and the debt secured hereby, all of the rents,
issues, use and profits, and the crops raised on the foregoing described real estate, from
now until the debt secured by this mortgage shall be paid in full.

The said party of the first part hereby warrant the title against all persons whom-
soever. To be void upon condition that said party of the first part pay said party of the

For Release of Annuity Mortgage See
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~~first part/party/said/party/of the~~ second part, its successors or assigns, all money advanced under this mortgage and the certain promissory note of which the following is a copy:

\$2,188.73

Winterset, Iowa March 27, 1946

For value received, I promise to pay to the order of THE UNION CENTRAL LIFE INSURANCE COMPANY OF CINCINNATI, OHIO, the sum of Two Thousand One Hundred Eighty Eight and 73/100 (\$2,188.73) DOLLARS at the Home Office of said Company in Cincinnati, Ohio, with interest at the rate of $3\frac{1}{2}$ per centum per annum from March 1, 1946, payable in installments of principal and interest as follows: \$158.37 on the 1st day of March 1947, and \$158.37 on the same day of each succeeding year thereafter to and including March 1, 1955, and the balance of principal with interest on March 1, 1956.

Each installment shall be applied first in payment of interest accrued on the unpaid balance of the principal and then on the principal sum.

This note evidences a balance of purchase money and is secured by a mortgage or deed of trust. Each installment contains a part of the principal and the interest to its maturity date on that part of the principal not included in the preceding installments. In the event of default in the payment of any installment of this note or interest thereon, or default in the payment of taxes or water, ditch or other assessments upon the premises described in said mortgage or deed of trust, or default in the payment of fire, lightning or windstorm insurance premiums, or a breach of any of the other covenants contained in said mortgage or deed of trust, the holder of this note may, at its option, without notice, declare the principal in each unpaid installment and the interest accrued thereon immediately due and payable, and may proceed by foreclosure or by sale under the power contained in said mortgage or deed of trust to enforce the collection thereof.

In case this note is placed in the hands of an attorney for collection, I agree to pay all costs of collection ^{and} a reasonable attorney's fee, if permitted by law.

Installments not paid when due shall bear 7 per cent interest per annum after maturity, until paid.

The right is reserved to pay any amount at any time and stop interest on that part that is applied on principal, provided all prior installments have been paid, but such pre-payments shall not relieve from continuing consecutive payments in amounts as herein provided.

This note is to be construed by the laws of Iowa.

Any check, draft or money order remitted in settlement of this notice, or any part thereof, may be handled for collection in accordance with the practice of the collecting bank or banks, and shall not be deemed payment until the money is actually received by the Company.

Address
No

Jan Kobylasz
Jennie Kobylasz

as well as any and all renewals or extensions of said note or of said indebtedness, or of any part thereof, however evidenced, with interest on such renewals, extensions or indebtedness, at such rate of lawful interest as may be agreed upon and any notes given for interest covering any renewals or extensions of said note or indebtedness, with interest thereon from maturity of the same (which renewals or extensions of the note or debt, or any part thereof, hereby secured, or any change in the terms of or rate of interest payable on same, shall not impair in any manner the validity of, or priority of this mortgage).

The right is hereby given by the party of the first part and reserved by the party of the second part, its successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or the priority of this mortgage.

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on the security remaining.

Said party of the first part shall keep said real estate and all buildings and other improvements thereon in as good condition and repair as of this date and shall not commit or suffer waste; shall pay all taxes, charges and assessments upon said real estate^{or} on this mortgage or on the debt secured hereby laid or assessed in Iowa, when due, also personal taxes and shall deliver to said party of the second part receipts of the proper officers for the payment thereof; shall keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of said party of the second part, delivering all policies and renewals thereof to said party of the second part, and hereby assigns and transfers to said party of the second part all right and interest in all policies of insurance carried or to be carried on said real estate; and upon satisfaction of this mortgage will accept from the party of the second part 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 attorneys' fees and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said party of the second part or assigns by reason of litigations with third parties to protect the lien of this mortgage or if any note secured hereby is placed in the hands of an attorney for collection and be collected without suit.

In case of failure to pay the taxes, liens, assessments, charges, costs and attorney's fees as aforesaid, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, costs and attorney's fees and effect such insurance, and the amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the rate of 7 per centum per annum, and such amounts shall be secured hereby.

A failure to comply with any one of the agreements hereof shall cause the whole debt to become due and collectible, if said party of the second part or assigns so elect, and no demand for fulfillment of broken conditions or notice of election to consider the debt^{secured,} due shall be necessary previous to commencement of suit to collect the debt hereby^{or} any part thereof, or to foreclose this mortgage, and said party of the second part or assigns may take immediate possession of said land and of the crops matured or growing thereon and account for the net profits only.

In event of the foreclosure of this mortgage for any reason, said party of the second part shall be entitled to take immediate possession of said real estate, and the Court, or any Judge thereof, upon application therefor, shall appoint a receiver for said real estate and said crops. Said taking possession shall in no way retard collection or foreclosure.

Dated this 27th day of March 1946.

Jan Kobylasz
Jan Kobylasz
Jennie Kobylasz
Jennie Kobylasz

STATE OF IOWA,)
County of Madison) ss.

On this 4th day of April A.D. 1946 before me, Alf. D. Danforth, a notary public in and for Madison County, State of Iowa, personally appeared Jan Kobylasz and Jennie Kobylasz husband and wife, to me personally known to be the identical persons named in and who executed the foregoing mortgage, and acknowledged that they executed the same as their voluntary act and deed.

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

Alf. D. Danforth
Notary Public in and for said County and State.