

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

STATE OF IOWA.)

SEAL

Notary Public in and for said County.
My commission expires July 4, 1948

W.S. Watson, a widower

#2223

Filed for record the 6 day of
May A.D. 1946 at 1:53 o'clock
P.M.

To

Fee \$ 1.50

Western Bohemian Fraternal Assn

Pearl E. Shetterly, Recorder

M O R T G A G E

In Consideration of Three Thousand Five Hundred Dollars, I, W.S. Watson, widower of Prole, Madison County, State of Iowa do hereby Sell and Convey unto the WESTERN BOHEMIAN FRATERNAL ASSOCIATION (Incorporated) of the County of Linn and State of Iowa, the following described premises in the County of Madison, State of Iowa, to wit:

The South Half of the Southeast Quarter; the Northeast Quarter of the Southeast Quarter; the North Half of the Northeast Quarter of the Northeast Quarter of Section 15; the West Half of the Northwest Quarter of Section 14; the South 30 acres of the Southwest Quarter of the Southwest Quarter of Section 11; all in Township 76 North, Range 26 West of the Fifth Principal Meridian, except a tract of land described as follows: Commencing at a point 33 feet north of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 15, running thence N. 13 rods and 4 feet, thence W. 10 rods, thence S. 13 rods and 4 feet, thence E. 10 rods to place of beginning; also a tract of land commencing at a point 16.27 rods South of the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 14, and running thence North to said Northwest corner, thence East 16.27 rods, thence Southwest to place of beginning; all in Township 76 North, Range 26 West of the Fifth Principal Meridian; also excepting all public and private roads now leading out of the premises.

And I do hereby Covenant with the said WESTERN BOHEMIAN FRATERNAL ASSOCIATION, its successors or assigns, that I am lawfully seized of the said premises, that the same are free from incumbrance, and I will WARRANT AND DEFEND the same against the lawful claims and demands of all persons, and for the purpose of obtaining this loan, do make the representations contained in the application therefor, and aver that said premises are free and clear of all incumbrances, liens, taxes and assessments of any nature whatsoever.

And I do hereby relinquish all my contingent rights in and to said premises, including the right of Dower and Homestead, to said grantee.

To be void upon condition that I the said W.S. Watson, widower shall pay or cause to be paid to the order of the said WESTERN BOHEMIAN FRATERNAL ASSOCIATION, the sum of Three Thousand Five Hundred Dollars payable at the office of the WESTERN BOHEMIAN FRATERNAL ASSOCIATION, at Cedar Rapids, Iowa, with 4 per cent interest on said note from May 1, 1946 until paid, payable November 1, 1946 and semi-annually thereafter.

The said principal sum being payable as follows:

May 1, 1947	\$100.00	May 1, 1952	\$100.00
May 1, 1948	100.00	May 1, 1953	100.00
May 1, 1949	100.00	May 1, 1954	100.00
May 1, 1950	100.00	May 1, 1955	100.00
May 1, 1951	100.00	May 1, 1956	2600.00

With option of paying additional amounts on the principal on any interest paying date, but not to exceed more than one fifth of the loan in any one year during the first five years.

And it is hereby stipulated, that should any interest not be paid when due, it shall thereafter bear interest at the rate of six per cent per annum and this mortgage shall

For Release of Amended Mortgage Sec
Mortgage Record 104 Page 244

Exemption
For Release of Amended Mortgage Sec
Mortgage Record 104 Page 256

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stand as security therefor.

It is expressly agreed that the mortgagor shall keep all buildings on said premises constantly insured against all hazards for two thirds their value in Insurance Companies satisfactory to and for the benefit of the mortgagee, and shall pay all taxes and assessments on said premises and any taxes assessed and levied against the holder hereof on account of the obligation, the payment which is secured hereby, all before they become delinquent; failing so to do the mortgagee may effect such insurance and pay such taxes and assessments, and this mortgage shall stand as security for said amount so paid with six per cent interest thereon.

It is further expressly agreed that this mortgage shall stand as security for any other indebtedness the mortgagee may hold or acquire against the said mortgagor.

It is further agreed that in case of waste or material diminution in value of the premises herein described or in case that said premises shall not be kept in good repair, or in default of the payment of any part of the principal, interest, taxes or insurance when due as herein provided, the mortgagee shall have the right to apply to any court of competent jurisdiction for the appointment of a receiver for the rents and profits of said property, to which appointment mortgagor does hereby consent; which receiver shall, when appointed, take charge of the mortgaged premises at once and hold possession of the same until the debt is fully paid and time of redemption expires, and all rents and profits derived from said premises shall be applied on the debt secured hereby, the said receiver having full authority to lease said premises and collect rents therefor, to make necessary repairs, insure said property and pay taxes, and said receiver to be paid a reasonable compensation for his services and all necessary expenses, and the premises herein mortgaged shall stand as security therefor. The rents and profits hereafter accruing of the premises herein mortgaged are especially pledged as security for the payment of the debt secured by this mortgage; said rents and profits being hereby assigned to the mortgagee herein and he being authorized to collect the same and receipt therefor.

It is further agreed that if default be made in the payment of any of said principal or interest after the same becomes due; or if any taxes or assessments on said premises remain unpaid after they become delinquent, or if the fee title of the property changes, or in default of any of the covenants herein, or if any statements herein contained prove untrue, then the whole indebtedness secured hereby shall become due and collectible at the election of the holder hereof, and this mortgage may thereupon be foreclosed for whole of said money, with all interest, insurance, taxes and assessments mentioned herein, together with a legal attorney fee, or if suit herein is commenced but no foreclosure had, then a legal attorney fee shall be paid to the holder hereof, and this mortgage shall stand as security therefor. This mortgage shall also secure an abstract or Certificate of Title fee of the property covered, which fee shall be part of the costs in case of foreclosure. Mortgagor's liability on account of payment of interest and taxes levied against the holder hereof shall not exceed eight per cent, annual interest.

Signed this 6th day of May A.D. 1946.

W S Watson

STATE OF IOWA)
Madison County) SS.

On this 6th day of May, A.D. 1946, before me, Esther Cochran, a Notary Public in and for the County of Madison, State of Iowa, personally appeared W.S. Watson to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

NOTARIAL
SEAL

Esther Cochran
Notary Public in and for Madison County,
State of Iowa