

Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

H. M. Ripley and wife,
Eleanor
To
C. J. Holmes

#228
Fee \$1.10 /
MORTGAGE

Filed for record the 14 day of January
A.D. 1946 at 3:20 o'clock P.M.
Pearl E. Shetterly, Recorder

KNOW ALL MEN BY THESE PRESENTS: For the Consideration of one dollar and other good and valuable considerations H. M. Ripley and Eleanor Ripley, husband & wife of Warren County, hereinafter called "first parties," hereby sell and convey to C. J. Holmes hereinafter called "second parties," the following described real estate situated in Madison County, Iowa, described as follows, to-wit:

The North east Fractional quarter of the south
east fractional quarter of section 12, township
76 North, Range 26 West of the 5th P.M. of Iowa.

and also all the rents, issues, profits, and income therefrom, and all the crops at any time raised thereon from the date of this agreement until the terms of this instrument are complied with and fulfilled.

*Please
For Assignment of Annuity Mortgage See
Mortgage Record 96, page 463*

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thereunto, belonging or in anywise appertaining, unto said second party and heirs and assigns, forever and the said first parties do covenant with said second party, and heirs and assigns, that they are lawfully seized of said premises; that they have good right and lawful authority to sell and convey the same; that they are free from all liens and encumbrances; and that the said second party, and its successors and assigns, shall quietly enjoy and possess the same; and the said first parties hereby warrant and will defend the title to the same against all persons whomsoever.

It is agreed that if said first parties fail to keep and perform any of the agreements of this instrument or cause or suffer default therein or thereof in any respect, the said second party, either before commencement of suit or at any time thereafter, shall be entitled to the possession of said property real and personal and to the appointment of receiver, who shall have power to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of said second party, and such receiver shall be appointed upon the application of said second party at any time after default of said first parties in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure or when suit is begun or at any time thereafter, and such right shall in no event be barred, forfeited, or retarded by reason of delay or of a judgment, decree, or sale ordered in any suit, and, further, such right to have such receiver appointed upon application of said second party shall exist regardless of the solvency or insolvency of said first parties, or any of them, or of their successors or assigns, and irrespective of the value of said premises, or of the amount of waste, loss or destruction of the premises or of the rents and profits thereof. Such taking of possession by the receiver shall in no way retard collection or the institution of suit. The receiver shall be held to account only for the net profits derived from said property.

To be void upon the condition that First Parties shall pay to Second Party, heirs or assigns, the indebtedness hereinafter described; otherwise in full force.

The indebtedness secured hereby is as follows:

Each and all accounts, notes, dues and overdrafts in any manner due or owing by First Parties or any of them to Second Party or assigns at any time until this mortgage is fully paid and released of record, including all present indebtedness and any indebtedness hereafter obtained by Second Party or assigns against First Parties or any of them, until this mortgage is released of record. And in addition thereto, including the following promissory note or notes of First Parties or any of them payable to the Second Party:

One note for \$1000.00	Dated January 10, 1946	Due January 10, 1949
One note for \$.....	Dated	Due
One note for \$.....	Dated	Due

with interest according to the tenor thereof.

In the event any of the indebtedness secured hereby is not paid when due, the whole amount of indebtedness secured hereby shall at once become due and payable, without notice to First Parties.

Said first parties shall pay all the taxes and assessments upon said property in any manner laid or assessed, including personal taxes, and all taxes or assessments that may be levied on this mortgage or on the debt hereby secured or that may be payable or chargeable to the holder hereof or the owner of the debt hereby secured on account of such ownership, before delinquent and said first parties shall not suffer waste, shall keep all buildings on said premises insured to the satisfaction of said second party in a sum not less than none DOLLARS, and shall deliver all policies and renewal receipts to said second party and if the taxes are not so paid, or the insurance so kept in force by said first parties, said second party shall have the right to pay such taxes and keep the property insured and recover the amount so expended, and said first parties shall pay in case of suit, a reasonable

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attorney's fee and the expenses of continuation of abstract, and, in fact, all expenses and attorney's fees incurred by said second party or its assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof, including warranty of title, shall cause the whole debt or debts secured hereby to at once become due and collectible, if said second party or its assigns so elects, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary before commencement of suit for collection of the debt hereby secured, or any part thereof, or the foreclosure of this mortgage. Said second party or its assigns may take possession of said property and account only for the net profits.

All moneys paid by said second party or its assigns for insurance, taxes, abstract of title, or to protect the lien of this mortgage, shall bear interest at the rate of seven per cent per annum and shall be a lien on said land under this mortgage.

As a part of the consideration hereof, First Parties hereby waive all the benefits and relief under mortgage moratorium laws now in force or which may hereafter be enacted, either by the State of Iowa or the United States. Further, for said consideration, they agree not to ask or pray at any time in the future for any benefits or relief under any of the above mortgage moratorium laws, in connection with this mortgage.

If said first parties keep and perform all the agreements of this mortgage, then these presents shall be void, otherwise in full force and effect. If this mortgage is released of record, the release therefor shall be filed and recorded at the expense of said first parties.

Dated this 10th day of January 1946

H M Ripley
Eleanor Ripley

STATE OF IOWA, County of Warren -

On this 10th day of January A.D. 1946, before the undersigned, a Notary Public in and for said County of Warren, and State of Iowa personally appeared H. M. Ripley and Eleanor Ripley, husband and wife, to me personally known to be the identical persons, named in and who executed the foregoing mortgage as grantors and acknowledge said instrument and the execution thereof to be their voluntary act and deed.

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

SEAL

J O Watson Jr Notary Public
Warren County, Iowa