

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

Roland J. Moore and Gladys L. Moore      #2395      Filed for record the 16 day of  
To      Fee \$1.60      May A.D. 1946 at 2:48 o'clock  
Farmers Life Ins. Co.      P.M.  
Pearl E. Shetterly, Recorder

M O R T G A G E

THIS INDENTURE made this 30th day of April A.D. 1946, between Roland J. Moore and Gladys L. Moore, husband and wife, Mortgagors of the County of Madison, and State of Iowa, and Farmers Life Insurance Company (a corporation) Mortgagee, of the County of Polk, and State of Iowa

WITNESSETH: That the said Mortgagor, in consideration of Ten Thousand (\$10,000.00) DOLLARS, the receipt whereof is hereby acknowledged, do, by these presents, SELL AND CONVEY unto the said Mortgagee, its successors and assigns, forever, the following described Real Estate situated in the County of Madison, State of Iowa, to-wit:

For Release of Annuity Mortgages See  
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The Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Four (4) except about one (1) acre for school purposes and except a tract of land described as follows: Commencing at a point on the North line of the South Half ( $\frac{1}{2}$ ) of said Section Four (4) which is 1156.4 feet West of the northeast corner thereof, running thence East on said North line to said Northeast corner, thence South on the East line of said South Half ( $\frac{1}{2}$ ) of Section Four (4) to a point where it intersects the center line of the public highway running in a Northwesterly and Southeasterly direction across said tract, thence in a Northwesterly direction, following the center of said highway, to the place of beginning; also all that part of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) lying South of the center of the main channel of Middle River, and all that part of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) and the East Twenty (20) rods of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) lying South and East of the center of the main channel of Middle River; and the East one-fourth ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) and the South Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) all in Section Four (4); and all that part of the Southwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Three (3) lying West of the public highway as is now located through said 40-acre tract (containing 17 acres, more or less); and the Northeast Quarter ( $\frac{1}{4}$ ) and Southeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) and the East One-fourth ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Nine (9); and the West One-fourth ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Ten (10) except a tract of land described as follows: Commencing 38 rods East and 24 rods South of the northwest corner of said Section Ten (10), running thence South 13-1/3 rods; thence West 12 rods, thence North 13-1/3 rods, thence East 12 rods to the place of beginning (containing one acre, more or less): all in Township Seventy-five (75), Range Twenty-seven (27).

and also all of the rents, issues, use and profits of said real estate from now until the debt secured thereby shall be paid full.

Said Mortgagors hereby covenant that they have good right to sell and convey said premises, and that they are free from encumbrance, and hereby warrant the title against all persons whomsoever, and waive all right of dower and homestead therein.

1. CONDITIONED, HOWEVER, That if Roland J. Moore and Gladys L. Moore shall pay or cause to be paid to Farmers Life Insurance Company its successors or assigns, at its office in the City of Des Moines, Iowa, or at such other place, either within or without the State, as the owner of the Note may from time to time designate, the sum of Ten Thousand and 00/100 DOLLARS in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, payable as follows:

\$300.00 on the first day of May, 1947, \$300.00 on the first day of May in each year thereafter to and including May 1, 1965, and \$4300.00 on the first day of May, 1966. (On any interest pay-date \$100.00 or any multiple thereof may be paid on the principal except that prior to May 1, 1951, the principal payments made during any one loan year shall not exceed 20% of the original principal).

with the interest thereon, payable according to the tenor and effect of one promissory note signed by Roland J. Moore and Gladys L. Moore payable to Farmers Life Insurance Company and bearing even date with these presents; and shall promptly pay before the same shall become delinquent all taxes and special assessments of any kind, that may be laid in with the State of Iowa, upon said premises, or any part thereof, and shall procure and deliver to said Mortgagee, its successors or assigns, on or before the first day of October in each and every year, duplicate receipts of the proper officers for the

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payment of all such taxes and assessments for the preceding year; and shall keep the buildings upon said premises constantly insured in some reliable insurance company, to be approved by the Mortgagee, its successors or assigns, to the amount of not less than Seventy-five Hundred (\$7500.00) DOLLARS the loss or damage to be made payable to said Mortgagee, its successors or assigns, as its interest may appear, and all of which insurance policies and renewal receipts shall be endorsed and delivered to said Mortgagee, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good repair and condition as at this time, ordinary wear and tear only excepted; and shall pay all expenses and attorney's fees incurred by said Mortgagee, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to be and remain in full force.

2. It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, the said Mortgagee its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not), may effect the insurance above provided for, and may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon from time of payment shall be a lien against said premises.

3. And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, promptly on maturity, or if there shall be a failure to comply with any or every condition of this mortgage, then said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due, and shall become collectible by foreclosure or otherwise thirty days after such default or failure, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, or his assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, the whole indebtedness secured by this mortgage shall draw interest at the rate of seven per cent per annum.

4. And it is agreed that if said note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, the Mortgagors will pay a reasonable attorney fee for any service rendered by attorney in connection herewith, and all expenses incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

5. Provided always, that if the said Mortgagors, their heirs, administrators or assigns shall pay or cause to be paid the said note, interest, taxes and assessments, as specified in said note and in this mortgage, and shall fully perform all the covenants and agreements herein expressed, then this mortgage shall be fully satisfied and the said Mortgagee shall release said real estate at the expense of the Mortgagor.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

the day and year first above written.

Roland J. Moore  
Gladys L. Moore

STATE OF IOWA )  
POLK COUNTY ) (ss.

On this 30th day of April A.D. Nineteen Hundred and Forty-six before me, R.O.Garber a Notary Public in and for Polk County, State of Iowa, personally appeared Roland J. Moore and Gladys L. Moore, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, as mortgagors, and that they executed the same as their voluntary act and deed.

NOTARY  
SEAL

R.O.Garber  
Notary Public in and for said County and State.

Monnette Nelson and Stanley G. Nelson 46502 Filed for record the 31 day of May