

Mortgage Record, No. 97, Madison County, Iowa

WINTERSET MADISONIAN, B-23410

Virgil E. Smith and wife

Filed for Record the 12 day of July 1946

at 10:40 o'clock A. M.

TO

Della Lavalleur

#3059

Pearl E. Shetterly

Recorder.

By

Deputy.

Recording fee, \$ 1.50

THIS INDENTURE, Made and entered into this 1st day of July A. D. 1946 by and between Virgil E. Smith and Laurine F. Smith, husband and wife, of the County of Madison and State of Iowa, party of the first part, Mortgagor, and Della Lavalleur 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 Five Thousand and no/100 - - - (\$5,000.00) DOLLARS paid by the said party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey 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:

Commencing at the Northeast corner of Lot One (1) in Block Thirty-one (31), Original Town Plat of the City of Winterset, Madison County, Iowa, thence along the North property line Sixty-six (66) feet to the West side of Lot One (1), thence South along the West side of Lot One (1) Seventy-three (73) feet, thence East Forty-four (44) feet, thence South Twelve (12) feet, thence East Twenty-two (22) feet to the East line of Lot One (1), thence North along the East line of Lot One (1), Eighty-five (85) feet to the place of beginning. ALSO

Commencing at a point Ten (10) feet South of the point of intersection of the South line of Jefferson Street extended East, and the West line of the Northwest Quarter of the Southeast Quarter of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth P.M., Iowa, running thence East Eight (8) rods, thence North Ten (10) rods, thence West Eight (8) rods, thence South Ten (10) rods to the place of beginning.

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 forever; 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 Five Thousand and no/100 (\$5,000.00) DOLLARS

on the 1st day of July A. D. 1948, at Winterset, Iowa

with interest according to the tenor and effect of one promissory note of the said

Virgil E. Smith and Laurine F. Smith, husband and wife,

of even date herewith, payable to Della Lavalleur

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.

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 foreclose 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 personal, 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 hereinabove 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.

Virgil E. Smith

Laurine F. Smith

STATE OF IOWA, Madison County, ss.

On the 1st day of July A. D. 1946, before the undersigned, a Notary Public in and for Madison County, Iowa, came Virgil E. Smith and Laurine Smith, husband and wife,

to me personally known to be the identical persons 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.

Charles D. Van Warden

Notary Public in and for Madison County, Iowa.

NOTARIAL SEAL

For Release of Annexed Mortgage See
Mortgage Record 99 Page 247
For Release of Annexed Mortgage See
Mortgage Record 99 Page 86