

Mortgage Record, No. 97, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 57778

Virgil E. Smith and wife  
TO  
Harry E. Burch et al  
Filed for Record the 25 day of July 1946  
at 2:00 o'clock P. M.  
#3231 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 Smith, husband and wife,  
of the County of Madison and State of Iowa, party of the first part, Mortgagor, and  
Harry E. Burch and Vernon W. Smith  
of Winterset and Ankeny, Iowa, party of the second part, Mortgagee.

WITNESSETH: That the said party of the first part for and in consideration of the sum of  
Ten Thousand and no/100 - - - - - (\$10,000.00) 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 West 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.

This mortgage is a second mortgage, being junior and inferior to a real estate  
mortgage of even date given by the above named mortgagors to Della Lavalleur in  
the amount of Five Thousand (\$5,000) Dollars.

with all appurtenances thereto belonging and aslo 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 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  
Ten Thousand and no/100 (\$10,000.00) DOLLARS

on the 1st day of July A. D. 1946, at Winterset, Iowa,  
with interest according to the tenor and effect of two promissory notes of the said  
Virgil E. Smith and Laurine Smith, husband and wife,

of even date herewith, payable to Harry E. Burch and Vernon W. Smith  
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 the 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 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 secured, and in case of the foreclosure of this mortgage for any cause, the premises herein-  
above 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 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 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 Werden  
Notary Public in and for Madison County, Iowa.

NOTARIAL  
(SEAL)  
SEAL

For Assignment of Amended Mortgage  
Mortgage Record 102 1st 24  
To Harry E. Burch

This Mortgage having been  
paid in full, I hereby release and  
discharge the same of record, this  
16 day of August 1945  
Harry E. Burch  
Recorder