

Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO.

MY COMMISSION EXPIRES ON JULY 4, 1948.

John A. Ory, et al
To

#2154

Fee \$ 1.20

Filed for record the 28 day of April
A. D. 1947 at 10:06 o'clock A. M.Equitable Life Insurance Co.
of Iowa

Wilma M. Wade, Recorder

FARM REAL ESTATE MORTGAGE

For the consideration of NINETY-FIVE HUNDRED DOLLARS, John A. Ory and Lillian Ory, Husband and Wife, of the County of Madison, and State of Iowa, hereinafter called "mortgagor," hereby sell, convey, mortgage and warrant to the EQUITABLE LIFE INSURANCE COMPANY OF IOWA, a corporation, of Des Moines, Iowa, hereinafter called "mortgagee," the following described real estate situated in Madison County, State of Iowa, to-wit:

The South One-Half of the South West Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Three (3), and the North West Quarter of the North West Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Ten (10), all being in Township Seventy-Seven (77) North, Range Twenty-Nine (29) West of the 5th P. M.
Containing 120 Acres, More or Less,

and also the rents, issues, uses and profits therefrom, and the crops raised thereon, from this date until the debt secured hereby is paid in full.

Mortgagor releases and waives all rights and benefits of all exemption, dower and homestead laws; and Mortgagor covenants to be the owner of the fee simple title to the said real estate, and warrants and will defend said title against all persons whomsoever, and warrants that same is free and clear of all liens and encumbrances.

To void upon condition that the mortgagor shall pay to the mortgagee the sum of \$9,500.00, with interest thereon, according to the terms of the certain promissory note of even date herewith, executed to the mortgagee, secured hereby, and executed by John A. Ory, et al,

Mortgagor covenants and agrees as follows:

1. To pay all taxes and assessments which are now or hereafter become a lien against the real estate or any part thereof, or against this mortgage or the debt secured hereby, before same become delinquent; and to pay all sums secured hereby without relief from valuation and appraisement laws.

2. To keep all buildings on said real estate insured against loss or damage by fire.

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lightning and tornado for the full insurable value thereof, payable to mortgagee in companies satisfactory to mortgagee, and to deliver said policies and renewals thereof to the mortgagee.

3. To keep buildings in good repair, and neither commit nor permit waste or the use of the premises for any unlawful purpose.

4. That if mortgagor fails to perform any of the agreements hereof requiring the payment of money, the mortgagee may perform the same, and all moneys expended and obligations incurred for that purpose, or for the purpose of protecting the lien of this mortgage, or foreclosing this mortgage, including all attorney's fees, abstract bills and court costs, shall be repaid to mortgagee by the mortgagor with 7% interest per annum, and shall be collectible and secured by this mortgage as part of the principal sum hereof.

5. That any release of part of said real estate or the taking of additional security shall not impair or invalidate this mortgage or the note secured hereby.

6. If any action is brought to foreclose this mortgage the court may appoint a receiver, at any time, to take immediate possession of all of the premises, for the benefit of the mortgagee, and said receiver shall collect the rents, issues, uses and profits during the pendency of the foreclosure suit and the full period of redemption, and shall perform all other duties which are necessary for the possession, management and operation of the premises during said whole period, and shall apply the net income to the payment of the debt secured hereby.

7. That in the event of any failure to perform any of the agreements hereof, or of the note secured hereby, or if any action is brought involving any lien or claim against or title to the real estate, or any part thereof, or involving the validity of this mortgage, the whole indebtedness secured hereby, at the option of the mortgagee, shall immediately, without notice, become due and collectible, and this mortgage may be foreclosed. This mortgage is given for a part of the purchase price of the real estate hereinbefore described.

Dated, signed and sealed this 22nd day of April, 1947.

John A Ory
Lillian Ory

(SEAL)
(SEAL)

STATE OF IOWA COUNTY OF MADISON SS:

I, Ralph B. Hunter, a Notary Public in and for Madison County, State of IOWA, do hereby certify that John A. Ory and Lillian Ory, Husband and Wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the same as their free and voluntary act and deed for the uses and purposes therein set forth, including

NOTARIAL SEAL and waiver of the right of homestead. Given under my hand and notarial seal this **SEAL** day of April, 1947

My commission expires on July 4, 1948.

Ralph B. Hunter Notary Public
In and for MADISON County, State of IOWA