

## Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

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For Release of Annotated Mortgage Sec  
Mortgage Record 99 Page 295Eric P. Erickson & wife  
To

#2980

Fee \$1.50 ✓

Filed for record the 25 day of June  
A. D. 1947 at 10:21 o'clock A.M.

The Augustana Pension and Aid Fund

Wilma M. Wade, Recorder

IOWA REAL ESTATE MORTGAGE

THIS INDENTURE made this 1st day of March A.D. 1947, between Eric P. Erickson and Dorothy P. Erickson, his wife Mortgagor of the County of Polk, and State of Iowa, and The Augustana Pension and Aid Fund, a corporation Mortgagee, of the County of Polk, and State of Iowa

WITNESSETH: That the said Mortgagor, in consideration of Five Thousand One Hundred Fifty and no/100 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:

South Half (S $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ )  
of Section One (1) and the Northwest Quarter  
(NW $\frac{1}{4}$ ) of Section Twelve (12), all in Township  
Seventy-seven (77) North Range Twenty-eight  
(28) West of the 5th P. M., Madison County, Iowa

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

Said Mortgagor 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 Eric P. Erickson and Dorothy P. Erickson, his wife shall pay or cause to be paid to The Augustana Pension and Aid Fund successors or assigns, at 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 Five Thousand One Hundred Fifty and no/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: March 1, 1957, with privilege of making payments on any interest paying dates in

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one promissory note signed by Eric P. Erickson and Dorothy P. Erickson, his wife payable to The Augustana Pension and Aid Fund 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 within 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 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 Five Thousand and no/100 Dollars the loss or damage to be made payable to said Mortgagee, its successors or assigns, as it 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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

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release said real estate at the expense of the Mortgagor.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand\_

the day and year first above written.

Eric P. Erickson  
Dorothy P. Erickson

STATE OF IOWA POLK COUNTY) ss.

On this 24th day of June A.D. Nineteen Hundred and Forty-seven, before me, Eskill C. Carlson a Notary Public in and for Polk County, State of Iowa, personally appeared Eric P. Erickson and Dorothy P. Erickson to me known to be the identical persons named in and who executed the foregoing instrument, as mortgagors, and acknowledged that they executed the same as their voluntary act and deed.



Eskill C. Carlson Notary Public  
in and for said County and State.

This Mortgage having been