

Mortgage Record No. 96, Madison County, Iowa

Thomas L. Berkley & Wife
To

#3336

Filed for record the 23 day of July
A. D. 1947 at 10:06 o'clock A. M.

Fee \$.80

Earlham Savings Bank

Wilma M. Wade, Recorder

FIRST REAL ESTATE MORTGAGE

FOR THE CONSIDERATION OF Twenty Nine Hundred DOLLARS the receipt of which is hereby acknowledged, we Thomas L. Berkley and Leanna V. Berkley, husband and wife of Madison County, State of Iowa and hereinafter referred to as Mortgagors hereby sell, convey and warrant the title to the following described real property, including homestead and dower rights, unto Earlham Savings Bank Mortgagee of Madison County, State of Iowa To wit:

Commencing at a point 166 feet East of the Southwest corner of Out Lot Five (5) of Academy Addition of Out Lots to the Town of Earlham, Madison County, Iowa, and running thence East 66 feet, thence North 132½ feet, thence West 66 feet, thence South 132½ feet to the place of beginning.

in the County of Madison and State of Iowa and also all of the rents, issues, use and profits of said land and the crops raised thereon from now until the debt secured thereby shall be paid in full.

To be void upon condition that the mortgagors shall pay or cause to be paid to the mortgagee, or assigns, the consideration of Twenty Nine Hundred Dollars, with interest thereon according to the one note of the mortgagors bearing even date herewith, and due according to note.

The mortgagors covenant to pay all taxes and assessments that shall become liens against said property before the same become delinquent; to keep the buildings insured against fire, cyclone and storm, in a reliable company selected by the mortgagee, at their insurable value, payable to the mortgagee as its interest may appear, the policies to be delivered to and remain with mortgagee; not to commit or permit waste of any kind upon said property; that the above described property is not incumbered and is free from liens; and to permit the abstract of title of said property to remain with the mortgagee.

If the mortgagors fail to pay the assessments and taxes, or fail to insure the buildings as agreed, the mortgagee may, at its option, pay such taxes and assessments, and insure the buildings and pay therefor; which sums the mortgagors agree to pay to the mortgagee with interest at the rate of seven per cent per annum, from date of payment, and this mortgage shall be security for the payment thereof.

If the mortgagors shall fail to pay principal or interest; or taxes and assessments; or to keep the buildings insured; or to keep and perform any other provision of this mort-

For Release of Annexed Mortgage See
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My Commission Expires on the 4th day of July, 1948.

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JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

gage on their part to be kept and performed as agreed, the indebtedness hereby secured, at the option of the mortgagee, without demand or notice, shall become due and payable and the mortgage foreclosed.

It is stipulated that the rents and profits of said property are pledged as security for said indebtedness and in addition to other remedies given by law, that upon filing petition to foreclose this mortgage the court or any judge thereof, on application of the mortgagee, shall appoint a receiver of said property and the rents and profits thereof during foreclosure and the period of redemption and apply such rents and profits to the payment of the costs, expenses and indebtedness.

The mortgagors agree to pay a statutory attorney's fee and the costs of continuing the abstract in case of foreclosure hereof, both of said items to be taxed as costs.

This mortgage binds the mortgagors, their executors and legal representatives and the mortgagee and its assigns.

It is expressly stipulated that this mortgage and the notes thereby secured are made under and are to be construed under the laws of the State of Iowa.

Dated this 9th day of July, 1947.

Thomas L. Berkley
Leanna V. Berkley

STATE OF Iowa County of Madison) ss.

On this 9th day of July, A.D. 1947 before me Anna Corman the undersigned notary public within and for said county of Madison, personally appeared Thomas L. Berkley and Leanna V. Berkley, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act

NOTARIAL
and seal.

Anna Corman Notary Public
in and for said County.

My commission expires on the 4th day of July, 1948

R E Tene & wife