Mortgage Record, No. 98 , Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 37778

R. B. Pace and Zelma L. Pace
Winterset, Iowa
TO
Union State Bank
Winterset, Iowa

Filed for Record the 18 day of March 1948
at 3:55 o'clock P. M.
#1353 Wilma M. Wade Recorder.
By Deputy.
Recording fee, $1.50 VL

THIS INDENTURE, Made and entered into this 18th day of March A. D. 1948
by and between R. B. Pace and Zelma L. Pace, husband and wife,
of the County of Madison and State of Iowa, party of the first part, Mortgagors, and
Union State Bank, Winterset,
of Madison County, Iowa, party of the second part, Mortgagee.

WITNESSETH: That the said party of the first part for and in consideration of the sum of
Fourteen Hundred - ($ 1400.00) 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:

A part of Lot 4 in Block 25 of the Original Town of Winterset, Iowa, described as follows, to-wit:Commencing at a point 22 feet West of the Northeast corner of said Lot 4 and running thence South 75 feet, thence East 5½ feet, thence South 57 feet, thence West 5½ feet, thence North 27 feet, thence West 11 feet, thence North 30 feet, thence West 11 feet, thence North 75 feet, thence East 22 feet to the place of beginning;

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
Fourteen Hundred - ($ 1400.00) DOLLARS
payable $25.00 on April 18, 1948; and $25.00 on the 18th day of each month thereafter, until March 18 1953, when the balance is due and payable

~~on the ... day of ... A. D. 19~~, at Union State Bank, Winterset, Iowa,
with interest according to the tenor and effect of one promissory note of the said
R. B. Pace and Zelma L. Pace, husband and wife,
of even date herewith, payable to Union State Bank, Winterset, Iowa,
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 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.

R. B. Pace
Zelma L. Pace

STATE OF IOWA, Madison County, ss.

On the 18th day of March A. D. 1948., before the undersigned, a Notary Public in and for Madison County, Iowa, came R. B. Pace and Zelma L. Pace, husband and wife,

to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers 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.

NOTARIAL SEAL

Esther Cochran
Notary Public in and for Madison County, Iowa.

17 day of March 1948 Wilma M. Wade