

BOONE BOOK CO., BOONE, IOWA. 2584-4

J J & Rose Kirsch

 TO

 J. F. or Lelia M. Gifford

STATE OF IOWA, Madison County, ss.
 Filed for record this 6 day of January A. D. 1948
 at 2:40 o'clock P. M.
 MORTGAGE #48

 Wilma M. Wade

 Recorder

 By

 Deputy

 Recording Fees, \$1.00 VC

THIS MORTGAGE, made this 5th day of January, A. D. 1948, by and between

J. J. Kirsch and wife, Rose Kirsch,

of the County of Madison, State of Iowa, hereinafter called the Mortgagors, and

J. F. Gifford or Lelia M. Gifford,

----- hereinafter called the Mortgagee. WITNESSETH: That the Mortgagors, in consideration of the
 sum of Eleven hundred Twenty-five and no/100 - - - - - (\$1,125.00) DOLLARS
 paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee, their heirs, executors or assigns,
 the following tracts of land in the County of Madison, State of Iowa, to-wit:

The West Half of the Northwest Quarter of Section 14,
 and a part of the Southwest Quarter of Section 11 described as
 follows, to-wit: Commencing at the Southwest corner of said
 Quarter Section and running thence East 1262 feet to the center
 of the highway, thence in a Northwesterly direction in the center
 of the highway to the West line of said Quarter Section, thence
 South on the West line of said Quarter Section 863 feet to the
 Place of Beginning, containing 15.03 acres; all in Township 74
 North, Range 27, West of the 5th P. M. Iowa,

(This Mortgage is given to secure the unpaid balance of the purchase price of said real estate)

containing in all 95.03 acres, with all appurtenances thereto belonging; and also all the rents, issues, use, and profits of said land
 and the crops raised thereon from now until the debt secured hereby shall be paid in full.

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and hereby expressly waive the platting and
 recording of homestead in case of foreclosure and sale thereunder, and agree that said premises may be sold in one tract at such foreclosure
 sale.

TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee, their heirs, executors
 or assigns, the sum of Eleven hundred Twenty-five and no/100 - - - - - (\$1,125.00) DOLLARS
 as follows: \$100 on July 1, 1948 and \$100 on January 1st, 1949 and \$100 on on July 1, and Janua
on the day of A. D. 19
 1st thereafter until the total principal sum of \$1125.00 is fully paid,
 with interest according to the tenor and effect of the one certain promissory note of the said mortgagors,

dated January 5, 1948, principal and interest payable at the office of mortgagee, Cumming, Iowa.

It is further agreed that the Mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to Mort-
 gagee, for the use and security of the Mortgagee, in a sum not less than their insurable value, and deliver to the Mortgagee the policies and renewal receipts.

The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises, and interest on all prior liens, if any, as the
 same become due; if Mortgagors fail either to pay such taxes or interest, or promptly to effect such insurance, then the Mortgagee may do so; and should the Mort-
 gagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the Mortgagee
 the payment and recovery of all money, costs, expenses, or advancements incurred or made necessary thereby, and shall also secure all money advanced for taxes,
 interest, and insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured to the same extent as if such amounts were a
 part of the original debt secured hereby, and with seven per cent per annum interest thereon from the date of such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall
 at the Mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument with-
 out any preference, priority, or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee,
heirs, executors or assigns, filing a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of petition for
 the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall at the commencement of said action, or at any stage
 during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property
 and collect and receive said rents and profits, and apply the same to the payment of said debt; and this stipulation for the appointment of a receiver shall apply
 and be in force whether or not said property, or any part thereof, is used as a homestead, and without proof of any other grounds for the appointment of a re-
 ceiver than the default aforesaid.

And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees are to be considered as a part of the costs of
 the suit and collected in the same manner.

Signed the day and year first herein written.

J J Kirsch.

Rose Kirsch

STATE OF Iowa,

Madison County } ss.

On this 5th day of January A. D. 19 48, before me, the undersigned, a Notary Public in and for

Madison County, Iowa, personally appeared

J. J. Kirsch and wife, Rose Kirsch

to me known to be the person s named in and who executed the foregoing instrument, and acknowledged
 that they executed the same as their voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.



E. E. Hull.

Notary Public in and for
Madison County, Iowa.

For Assignment of Annexed Mortgage See
 Mortgage Record 101 Page 516
 For Release of Annexed Mortgage See