

Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

Acknowledged said instrument to be the free act and deed of said corporation.

NOTARIAL

SEAL

Stephen Loyzim Stephen Loyzim
Notary Public in and for said County and State.
My Commission Expires March 31, 1951

John & Gertrude E Maxwell
To

#724

Filed for record the 16 day of February
A. D. 1948 at 4:11 o'clock P. M.

Fee \$1.10

Western Bohemian Fraternal Association

Wilma M. Wade, Recorder

MORTGAGE

IN CONSIDERATION OF TWELVE THOUSAND AND NO/100 DOLLARS, We, John Maxwell and Gertrude E. Maxwell, husband and wife of St. Charles, Madison County, State of Iowa do hereby Sell and Convey unto the WESTERN BOHEMIAN FRATERNAL ASSOCIATION (Incorporated) of the County of Linn and State of Iowa, the following described premises in the County of Madison, State of Iowa, to wit:

South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and all that part of the East half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) which lies North of the railroad right of way as now located, and all that part of said East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) which lies South of said railroad right of way as now located and North of the public highway, and the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) (except the railroad right of way as now located), of Sec. 1, Township Seventy-five (75) North, Range Twenty-six (26), West of the 5th P.M., containing 233 acres more or less.

And we do hereby Covenant with the said WESTERN BOHEMIAN FRATERNAL ASSOCIATION, its successors or assigns, that we are lawfully seized of the said premises, that the same are free from incumbrance, and we will WARRANT AND DEFEND the same against the lawful claims and demands of all persons, and for the purpose of obtaining this loan, do make the representations contained in the application therefor, and aver that said premises are free and clear of all incumbrances, liens, taxes and assessments of any nature whatsoever. And we do hereby relinquish all our contingent rights in and to said premises, including the right of Dower and Homestead, to said grantee.

To be void upon condition that we the said John Maxwell and Gertrude E. Maxwell shall pay or cause to be paid to the order of the said WESTERN BOHEMIAN FRATERNAL ASSOCIATION, the sum of TWELVE THOUSAND AND NO/100 Dollars payable at the office of the WESTERN BOHEMIAN FRATERNAL ASSOCIATION, at Cedar Rapids, Iowa, with 4 $\frac{1}{2}$ per cent interest on said note from February 16 1948 until paid, payable March 1 1949 and - annually thereafter.

The said principal sum being payable as follows:

March 1, 1949 - \$600.00	March 1, 1954 - \$600.00
March 1, 1950 - 600.00	March 1, 1955 - 600.00
March 1, 1951 - 600.00	March 1, 1956 - 600.00
March 1, 1952 - 600.00	March 1, 1957 - 600.00
March 1, 1953 - 600.00	March 1, 1958 - \$6600.00

The mortgagor has the privilege of making payments on the principal in amounts of \$100.00 or multiples thereof, on any interest payment dates, but not to exceed 1/5 of the loan in any one year for the 1st 5 years.

And it is hereby stipulated, that should any interest not be paid when due, it shall thereafter bear interest at the rate of six per cent, per annum, and this mortgage shall stand as security therefor.

It is expressly agreed that the mortgagor shall keep all buildings on said premises constantly insured against all hazards for two thirds their value in Insurance Companies satisfactory to and for the benefit of the mortgagee, and shall pay all taxes and assessments on said premises and any taxes assessed and levied against the holder hereof on account of the obligation, the payment which is secured hereby, all before they become delinquent; failing so to do the mortgagee may effect such insurance and pay such taxes and assessments, and this mortgage shall stand as security for said amount so paid with six per cent interest thereon.

It is further expressly agreed that this mortgage shall stand as security for any other indebtedness the mortgagee may hold or acquire against the said mortgagor.

It is further agreed that in case of waste or material diminution in value of the premises

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herein described or in case that said premises shall not be kept in good repair, or in default of the payment of any part of the principal, interest, taxes or insurance when due as herein provided, the mortgagee shall have the right to apply to any court of competent jurisdiction for the appointment of a receiver for the rents and profits of said property, to which appointment mortgagor does hereby consent; which receiver shall, when appointed, take charge of the mortgaged premises at once and hold possession of the same until the debt is fully paid and time of redemption expires, and all rents and profits derived from said premises shall be applied on the debt secured hereby, the said receiver having full authority to lease said premises and collect rents therefor, to make necessary repairs, insure said property and pay taxes, and said receiver to be paid a reasonable compensation for his services and all necessary expenses, and the premises herein mortgaged shall stand as security therefor. The rents and profits hereafter accruing of the premises herein mortgaged are especially pledged as security for the payment of the debt secured by this mortgage; said rents and profits being hereby assigned to the mortgagee herein and he being authorized to collect the same and receipt therefor.

It is further agreed that if default be made in the payment of any of said principal or interest after the same becomes due; or if any taxes or assessments on said premises remain unpaid after they become delinquent, or if the fee title of the property changes, or in default of any of the covenants herein, or if any statements herein contained prove untrue, then the whole indebtedness secured hereby shall become due and collectable at the election of the holder hereof, and this mortgage may thereupon be foreclosed for whole of said money, with all interest, insurance, taxes and assessments mentioned herein, together with a legal attorney fee, or if suit herein is commenced but no foreclosure had, then a legal attorney fee shall be paid to the holder hereof, and this mortgage shall stand as security therefor. This mortgage shall also secure an abstract or Certificate of Title fee of the property covered, which fee shall be part of the costs in case of foreclosure. Mortgagor's liability on account of payment of interest and taxes levied against the holder hereof shall not exceed eight per cent, annual interest.

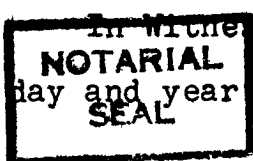
Signed this 16th day of February A. D. 1948

John Maxwell
Gertrude E Maxwell

STATE OF IOWA Polk County) ss.

On this 16th day of February, A. D. 1948, before me, Henry W. Hiscocks, a Notary Public in and for the County of Polk, State of Iowa, personally appeared John Maxwell and Gertrude E. Maxwell, his 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 and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the
day and year last above written.



Henry W. Hiscocks Notary Public
in and for Polk County, State of Iowa