

T H & Mrs. Alice Condon
TO
P. F. & Wilma Beeler

STATE OF IOWA, Madison County, ss.
Filed for record this 25 day of February A. D. 19 48
at 2:43 o'clock P. M.
MORTGAGE #912
By Wilma M. Wade
Lois J. Porter
Recording Fees, \$1.00

Recorder
Deputy

THIS MORTGAGE, made this 25 day of February A. D. 19 48, by and between
T. H. Condon and wife, Alice Condon,

of the County of Madison, State of Iowa hereinafter called the Mortgagors, and
P. F. Beeler and wife, Wilma Beeler,

hereinafter called the Mortgagee. WITNESSETH: That the Mortgagors, in consideration of the
sum of Forty-Five Hundred and no/100 (\$ 4500.00) 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:
All that part of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) lying North and West
of the C. G. W. Railway right of way and containing 31.79 acres more or less; also the East
510 feet of the Southwest Quarter (1/4) of the Southeast Quarter (1/4), except the South 103 3/4
feet thereof and except a tract commencing 103 3/4 feet North of the Southeast corner thereof
and running thence North 100 feet, thence West 140 feet, thence South 100 feet, thence East
140 feet to the point of beginning, and except a tract commencing 103 3/4 feet North and 160
feet West of the Southeast corner of said Southwest Quarter (1/4) of the Southeast Quarter (1/4)
and running thence North 100 feet, thence West 140 feet, thence South 100 feet, thence East
140 feet to the point of beginning; all of said land being in Section Two (2), in Township
Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P. M., also a tract commencing
248 feet East of the North west corner of the Northeast Quarter (1/4) of the Northeast Quarter
(1/4) of section 11, thence East 272 feet and 5 inches to right of way of Chicago Great Western
Railway, thence South west along said right of way 404 1/2 feet, thence North 299 feet and 5
inches to point of beginning: all in Township seventy four (74) North Range twenty seven (27)
West of the 5th P. M. except from the above described land the West 40 feet of the South
403 3/4 feet of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Two (2),
now used for street purposes.
containing in all 45.83 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 Forty five hundred and no/100 (\$ 4500.00) DOLLARS,

on the 25th day of February, A. D. 19 53,

with interest according to the tenor and effect of the one certain promissory note of the said

T H Condon and wife, Alice Condon,

dated February 25th, 1948, principal and interest payable at the office of P F Beeler 2719 Lyon St Des Moines Ia

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, their
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.

T H Condon

Mrs Alice Condon.

STATE OF Iowa
Madison County } ss.

On this 25th day of February A. D. 19 48, before me, the undersigned, a Notary Public in and for

Madison County, Iowa personally appeared

T. H. Condon and wife, Alice Condon,

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.

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

Harry F. Anderson

Notary Public in and for

Madison County, Iowa.

NOTARIAL
SEAL

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
11 day of May 1953
P. F. Beeler
Wilma Beeler
Recorder