

Ralph C. & Velma O. Johnson

STATE OF IOWA, Madison County, ss.

Filed for record this 28 day of February A. D. 1948
at 11:53 o'clock A. M.

TO

MORTGAGE
#995

Wilma M. Wade

Recorder

Blanche P. Brock

By

Deputy

Recording Fees, \$1.00 ✓THIS MORTGAGE, made this 28th day of February A. D. 1948, by and betweenRalph C. Johnson and Velma Opal Johnsonof the County of Madison, State of Iowa hereinafter called the Mortgagors, andBlanche P. Brockhereinafter called the Mortgagee. WITNESSETH: That the Mortgagors, in consideration of the
sum of Eleven Thousand Eight Hundred Seventy-five and no/100 - - - (\$11875.00) DOLLARS,paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee, Blanche P. Brock or assigns,the following tracts of land in the County of Madison, State of Iowa, to-wit:

North One-half ($N\frac{1}{2}$) Northeast one-fourth ($NE\frac{1}{4}$) Section Twenty-four
(24) and East one-half ($E\frac{1}{2}$) Southeast one-fourth ($SE\frac{1}{4}$), and all that
part of Southeast one-fourth ($SE\frac{1}{4}$) Northeast one-fourth ($NE\frac{1}{4}$) lying
South of Center of the main channel of Middle River, Section Thirteen
(13) Township Seventy-five North (75N) Range Twenty-nine West (29W)
of the 5th P.M., in all 175 acres

containing in all 175 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, Blanche P. Brock

or assigns, the sum of Eleven Thousand Eight Hundred Seventy-five (\$11875.00) DOLLARS,
as follows: Four Hundred Thirty-seven and 50/100 Dollars semi-annually
on the 1st day of September, A. D. 1948, and a like amount on March 1st and September 1st
of each year thereafter
with interest according to the tenor and effect of the one certain promissory note of the said
at 4% payable semi-annually
Ralph C. Johnson and Velma Opal Johnson

dated February 28, 1948, principal and interest payable at the office of Ritter Ins. Agency,

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 eight 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,
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.

Ralph C JohnsonVelma. O. Johnson.STATE OF IowaMadison

County

ss.

On this 28th day of February A. D. 1948, before me, the undersigned, a Notary Public in and forMadison County, Iowa personally appearedRalph C. Johnson and Velma Opal Johnson

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.

Cloyde R. Mills

Notary Public in and for

Madison

County,

Iowa.

NOTARIAL
SEAL