

Mortgage Record, No. 99, Madison County, Iowa

HATT PARROTT & SONS CO., WATERLOO, IOWA #10988

#2250

Filed for record the 28 day of February

SEAL

Dorothy King Notary Public
in and for Polk County, Iowa.Mildred Wambold et al
To

#2250

Filed for record the 28 day of February
A. D. 1951 at 4:02 o'clock P. M.

Fee \$1.80

Bankers Life Company

Wilma M. Wade, Recorder

MORTGAGE

For the Consideration of Ten Thousand DOLLARS, Mildred Wambold, a widow, Mildred Wambold, as Guardian of the property of Keith M. Wambold and Dawn A. Wambold, minors, Keith M. Wambold, single, and Dawn A. Wambold, single, of Adair County, Iowa, hereinafter called "first parties", hereby sell and convey to the Bankers Life Company, of the County of Polk and State of Iowa, hereinafter called "second party", the following described real estate situated in Madison County, Iowa, described as follows, to-wit:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eight (8), except a tract commencing at the Southeast corner of said 40 acre tract and running thence North, 20 $\frac{1}{2}$ degrees West to a point intersecting the center of Middle River, thence following said river in a Northwesternly direction to a point 15 rods North of the South line of said 40 acre tract, thence West to a point 34 rods West of the East line of said 40 acre tract, thence South to the South line of said 40 acre tract, thence East 34 rods to the place of beginning; the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nine (9); the West Half of the West Half of the Northwest Quarter of the Northwest Quarter (W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Sixteen (16), and a tract of land commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16), and running thence West on the Section line to a point 20 rods and 50 feet East of the Northwest Corner of said Northwest Quarter (NW $\frac{1}{4}$), thence South 700 feet, thence angle to the left 80 degrees running 600 feet, thence angle to the right 45 degrees running 276 feet, thence angle to the left 52 degrees running 1130 feet, thence angle to the left 37 degrees running 600 feet, thence angle to the left 43 degrees running 335 feet to the East line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16), at a point 400 feet South of the Northeast corner thereof, thence North 400 feet to the place of beginning; all in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M.,

Subject, however, to easement granted to Iowa Southern Utilities Company of Delaware, dated February 10, 1942 and recorded in Book 78, Page 230 of the records of said Madison County;

and also all the rents, issues, uses, profits, and income therefrom, and all the crops at any time raised thereon from the date of this agreement until the terms of this instrument are complied with and fulfilled.

To have and to hold the same, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto said second party and its successors and

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assigns, forever, and the said first parties do covenant with said second party, and its successors and assigns, that they are lawfully seized of said premises; that they have good right and lawful authority to sell and convey the same; that they are free from all liens and encumbrances; and that the said second party, and its successors and assigns, shall quietly enjoy and possess the same; and the said first parties hereby warrant and will defend the title to the same against all persons whomsoever.

It is agreed that if said first parties fail to keep and perform any of the agreements of this instrument or cause or suffer default therein or thereof in any respect, the said second party, either before commencement of suit or at any time thereafter, shall be entitled to the possession of said property real and personal and to the appointment of a receiver, who shall have power to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of said second party, and such receiver shall be appointed upon the application of said second party at any time after default of said first parties in any of the provisions hereof, either independently of or in connection with the commencement of foreclosure or when suit is begun or at any time thereafter, and such right shall in no event be barred, forfeited, or retarded by reason of delay or of a judgment, decree, or sale ordered in any suit, and, further, such right to have such receiver appointed upon application of said second party shall exist regardless of the solvency or insolvency of said first parties, or any of them, or of their successors or assigns, and irrespective of the value of said premises, or of the amount of waste, loss or destruction of the premises or of the rents and profits thereof. Such taking of possession by the receiver shall in no way retard collection or the institution of suit. The receiver shall be held to account only for the net profits derived from said property.

TO BE VOID UPON THE CONDITION that said first parties keep and perform all the conditions hereof and pay said second party or its assigns Ten Thousand DOLLARS in certain installments, the last of which will become due on March 1, 1971, with interest thereon from January 10, 1951 until maturity, payable semi-annually in each year, according to the tenor of one principal mortgage note of even date herewith made to the order of the Bankers Life Company, with interest thereon at the rate of seven per cent per annum after due, payable at the office of the Bankers Life Company, at Des Moines, Iowa.

Said first parties shall pay all the taxes and assessments upon said property in any manner laid or assessed, including personal taxes, and all taxes or assessments that may be levied on this mortgage or on the debt hereby secured or that may be payable by or chargeable to the holder hereof or the owner of the debt hereby secured on account of such ownership, before delinquent and said first parties shall not suffer waste, shall keep all buildings on said premises insured to the satisfaction of said second party in a sum not less than Three Thousand DOLLARS, and shall deliver all policies and renewal receipts to said second party and if the taxes are not so paid, or repairs made, or the insurance so kept in force by said first parties, said second party shall have the right to pay such taxes, make repairs, and keep the property insured and recover the amount so expended, and said first parties shall pay in case of suit, a reasonable attorney's fee and the expenses of continuation of abstract, and, in fact, all expenses and attorney's fees incurred by said second party or its assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof, including warranty of title, shall cause the whole debt to at once become due and collectible, if said second party or its assigns so elects, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary before commencement of suit for the collection of the debt hereby secured, or any part thereof, or the foreclosure of this

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mortgage. Said second party or its assigns may take possession of said property and account only for the net profits.

All moneys paid by said second party or its assigns for insurance, taxes, abstract of title, or to protect the lien of this mortgage, shall bear interest at the rate of seven per cent per annum and shall be a lien on said land under this mortgage.

If said first parties keep and perform all the agreements of this mortgage, then these presents shall be void, otherwise in full force and effect. If this mortgage is released of record, the release therefor shall be filed and recorded at the expense of said first parties. Dated this tenth day of January 1951.

Mildred Wambold	as Guardian of the property of Keith M. Wambold and	Mildred Wambold (Mildred Wambold)
(Mildred Wambold)	Dawn A. Wambold, minors,	
	Keith M. Wambold	(Keith M. Wambold)
	Dawn A. Wambold	(Dawn A. Wambold)

STATE OF IOWA, COUNTY of Adair -

On this 6th day of February A. D. 1951, before the undersigned, a Notary Public in and for said County of Adair, and State of Iowa, personally appeared Keith M. Wambold, single and Dawn A. Wambold, single, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal by me affixed the day and year last above written.

(Notarial Seal)

W. E. Don Carlos Notary Public
Adair County, Iowa.

STATE OF IOWA, COUNTY OF Adair -

On this 6th day of February A. D. 1951, before the undersigned, a Notary Public in and for said County of Adair, and State of Iowa, personally appeared Mildred Wambold, a widow, to me personally known to be the identical person whose name is affixed to the foregoing mortgage as grantor and acknowledged said instrument and the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

(Notarial Seal)

W. E. Don Carlos Notary Public
Adair County, Iowa.

STATE OF IOWA, COUNTY of Adair -

On this 6th day of February A. D. 1951, before the undersigned, a Notary Public in and for said County of Adair, and State of Iowa, personally appeared Mildred Wambold, as Guardian of the property of Keith M. Wambold and Dawn A. Wambold, minors, to me personally known to be the identical person whose name is affixed to the foregoing mortgage as grantor and acknowledged said instrument and the execution thereof to be her voluntary act and deed, as such Guardian.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

(Notarial Seal)

W. E. Don Carlos Notary Public
Adair County, Iowa.

STATE OF IOWA, ADAIR COUNTY, ss.

IN THE DISTRICT COURT OF SAID COUNTY

I, R. D. Handley Clerk of the District Court in and for said County, do hereby certify that the foregoing Mortgage executed by Mildred Wambold and Mildred Wambold as guardian of the property of Keith M. Wambold and Dawn A. Wambold, Minors as stated therein, to Bankers Life Company of Des Moines, Polk County, Iowa having been by the said Mildred Wambold and Mildred Wambold as Guardian of the property of Keith M. Wambold and Dawn A. Wambold, Minors returned into Court for approval, and it appearing to the Court that the said Mildred Wambold and Mildred Wambold as Guardian of the property of Keith M. Wambold and Dawn A. Wambold, Minors has complied with all the requirements of the law and of this Court in making such Mortgage, it was therefore ordered that the said Mortgage and the Execution of same be and the same were on the 13th day of February, 1951, approved by said Court.

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MAIT. PARROTT & SONS CO., WATERLOO, IOWA F10293

WITNESS my hand and the seal of said Court hereto affixed, this 14th day of February,

A. D. 1951.

(DISTRICT COURT SEAL)

COMPARED

R. D. Handley Clerk District Court