

# Mortgage Record, No. 99, Madison County, Iowa

Mathias F. Cushing & wife #2308 in and for Polk County, Iowa.  
 To  
 John Jungman Fee \$ 1.90  
 Filed for record the 2 day of March  
 A. D. 1951 at 11:35 o'clock A. M.  
 Wilma M. Wade, Recorder

## MORTGAGE

For Release of Annotated Mortgage See  
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For the consideration of FIVE THOUSAND FIVE HUNDRED AND no/100 DOLLARS Mathias F. Cushing and Irma L. Cushing (Husband and Wife) of Madison County, Iowa, hereinafter called Mortgagor, hereby sell and convey to John Jungman of Dallas County, - hereinafter called Mortgagee, the following described real estate situated in Madison County, Iowa, described as follows:

The North one-half of the South-east Quarter of Section Nine (9), and the North one-half of the South-West Quarter of Section Ten (10), All being in township Seventy-Seven (77) North, Range Twenty-Seven (27), West of the Fifth P.M., Madison County, Iowa

The mortgagee in addition to the security of this mortgage shall be subrogated to the rights of any holder of a lien on said property where the monies loaned by mortgagee to mortgagors are used to pay such liens.

containing approximately 160 acres, together with all rights, privileges, easements, appurtenances, buildings, fixtures, and improvements thereon, or that may hereafter be erected thereon, whether attached or detached; all gas, steam or electric heating, lighting, plumbing, ventilating, water and power systems, appliances, fixtures, and apparatus; all storm and screen windows and doors, and all other fixtures; all estates, contingent or vested, including reversions, all expectancies, homestead and dower rights, or rights to statutory third, the right of possession thereof, and all other rights thereto belonging, or in any way now or hereafter appertaining thereto, and the rents, issues, uses, profits and income therefrom, and all of 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 unto the mortgagee in fee and absolutley, conditioned, however, and subject to the provision that if the mortgagor shall pay the sum of Five Hundred Dollars (\$500.00) on March 1, 1952, Five Hundred Dollars on March 1, 1953 Five Hundred Dollars (\$500.00) on March 1, 1954, Five Hundred Dollars on March 1, 1955 and Three Thousand Five Hundred Dollars (\$3500.00) on March 1, 1956, totaling the sum of Five thousand Five Hundred and no/100 DOLLARS to the mortgagee as is provided in certain promissory note or notes of even date herewith, and maturing as therein provided, with interest at the rate therein specified, and shall also fully perform all the covenants, conditions and terms of this mortgage, then these presents shall be void, otherwise to remain in full force and effect.

Mortgagor hereby covenants: 1. That the mortgagor is lawfully seized of said premises in fee simple; that mortgagor has good right and lawful authority to sell and convey the same; that the premises are free from all liens and encumbrances; that the mortgagee shall, and is hereby granted the right to quietly enjoy and possess the same; and hereby warrants and covenants to defend the title to said premises against all persons whomsoever.

2. That mortgagors pay the principal of and the interest on the indebtedness evidenced by the note secured hereby, at the times and in the manner therein (provided, however, that it shall have the option of paying \$100.00 or any multiple thereof on the principal

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at any interest paying date if said payment is not obtained directly or indirectly from a mortgage to a third person on the real estate herein described; and if thirty days written notice of the intention to make said payment is given to the mortgagee). A failure to comply with any one of the agreements hereof, including warranty of title, shall cause the whole debt, including advances, interest, attorneys fees, and costs, to at once become due and collectible if mortgagee so elects. From the date the mortgagee so elects to declare the mortgage due, the whole of said indebtedness shall bear interest at the rate of 7 per cent per annum from the date to which interest has been then paid. Mortgagee may thereupon take possession of said property and account only for the net profits. 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 mortgage.

3. That mortgagor pay all taxes and assessments, general, local, or special, in any manner laid or assessed, (except federal and state income taxes), 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 mortgagee, or the owner of the debt hereby secured on account of such ownership, without regard to any law heretofore enacted, or which may hereafter be enacted, imposing payment of the whole or any part thereof upon the mortgagee. Mortgagor shall furnish annually to the mortgagee prior to the date when they would become delinquent, certificates or receipts of the proper officers showing payments of all such ground rents, taxes and assessments.

4. That mortgagor shall not commit or suffer waste.

5. That mortgagor keep all buildings on said premises insured against loss or damage by fires, windstorms, and hail, and also upon the written request of mortgagee against such hazards of war as shall at the time of the demand be insurable, in an amount not less than \$2000.00 in a company or companies, or by policy or policies, approved or ordered by mortgagee, and will deliver such policy or policies to the mortgagee, and will promptly pay all premiums thereon. Such policy or policies shall have attached thereto "Standard Mortgage Clause" providing that in the event of loss thereunder payments for the same shall be paid to the mortgagee. Mortgagee is hereby irrevocably authorized as mortgagor's agent to compromise, settle and receipt for any losses covered by such insurance. If the mortgagors fail to deliver to the mortgagee any policy at least fifteen days before the insurance expires, then the mortgagee may order and pay for any policy to take the place of such policy. If policy protecting against war hazard is not provided by the mortgagor within five days after written demand by mortgagee, mortgagee may procure said insurance at mortgagor's expense, and mortgagor shall reimburse him for the cost thereof.

6. That if the taxes are not paid or the insurance not kept in force by mortgagor, mortgagee may pay such taxes and keep the property insured and recover the amount so expended, and said mortgagor shall pay in case of suit, a reasonable attorney's fee, the expense of continuation of abstract, and, in fact, all expenses and attorney's fees incurred by mortgagee by reason of litigation with mortgagors, their successors, or with third parties to protect the lien of this mortgage. All money so paid by the mortgagee shall bear interest at the rate of 7 per cent per annum, and shall be a lien on said land under this mortgage.

7. That if this mortgage is released of record, the release thereof shall be filed and recorded at the expense of the mortgagor.

8. That the signing of this mortgage, and the note secured hereby, by the spouse of the owner is not only for the purpose of releasing dower or distributive share, but also for the express purpose of creating personal liability of the spouse for the indebtedness evidenced by said note and secured by this mortgage, and that the mortgagee expressly relies

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upon the foregoing as a material and necessary representation and covenant by such spouse.

9. That if mortgagor fails to keep and perform any of the agreements of this instrument, or causes or suffers default herein, or thereof, in any respect, mortgagee either before commencement of suit, or at any time thereafter, shall be entitled to the possession of said property, real or personal, and shall also be entitled to the appointment of a receiver, who shall have the power and is hereby granted absolute authority 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 mortgagee; that such Receiver shall be appointed upon the application of mortgagee by the court in which such action shall be brought, or by any judge of said court, either in term time, or vacation, at any time after the default of the mortgagor 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 rights 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 mortgagee shall exist regardless of the solvency or insolvency of the mortgagor or any of them, and irrespective of the value of said premises, or of the rents and profits thereof; that such taking of possession by the Receiver shall in no way retard collection, or the institution of suit; and the Receiver shall be held to account only for the net profits derived from said property.

10. That if more than one join in the execution hereof as mortgagor, or any be of the feminine sex, the pronouns and relative words herein used shall be read as if written in the plural or the feminine respectively. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

11. That the mortgage and the note secured hereunder contain the entire understanding and agreement of the parties.

IN WITNESS WHEREOF this instrument has been signed and delivered by the persons denoted herein as mortgagor. Date February 28, 1951.

Mathias F. Cushing  
Irma L. Cushing

STATE OF IOWA COUNTY OF Dallas ) SS.

On this 28th day of February, A. D., 1951 before me, a Notary Public in and for Dallas County, Iowa, personally appeared Mathias F. Cushing and Irma L. Cushing, Husband and 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.

**NOTARIAL  
SEAL**

Dillon H. Merical Notary Public  
in and for said County.  
My Commission Expires on July 4, 1951.

#2309

Filed for record the 2 day of March  
A. D. 1951 at 11:38 o'clock A. M.