

Mortgage Record, No. 99, Madison County, Iowa

K. K. Brumfield

#4048

Filed for record the 9 day of May
A.D. 1951 at 1:06 o'clock P.M.To
Iowa State Bank

Fee \$1.50

Wilma M. Wade, Recorder

IOWA REAL ESTATE MORTGAGE

THIS INDENTURE Made this 6th day of May^{ch}, A.D. 1951 between Karl K. Brumfield, single, Mortgagor
of the County of Polk, and State of Iowa, and IOWA STATE BANK, DES MOINES, IOWA, Mortgagee,
of the County of Polk, and State of Iowa

WITNESSETH: That the said Mortgagor, in consideration of Six thousand and no/100
(\$6000.00) DOLLARS, the receipt whereof is hereby acknowledged, do, by these presents,
SELL AND CONVEY unto the said Mortgagee, its successors and assigns, forever, the following
described Real Estate situated in the County of Polk & Madison, State of Iowa, towit;

Lot Five (5) in Webster Heights, an Official Plat, in Polk County, Iowa,

Subject only to one prior mortgage dated November 30, 1949, and given by above
mortgagee to Iowa State Bank, filed for record in Book 2305, Page 499, Polk
County, Iowa, and

Lots Twelve (12), Thirteen (13) and Fourteen (14) in CERTAINTY PLACE, an Official
Replat of Teget Place, an Official Plat, according to the recorded plat thereof,
now included in and forming a part of the City of Des Moines, Iowa,

and
10 Acres in a square form in the Northeast corner of the Northwest Quarter
of the Northeast Quarter (NE Cor NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 3, and the West 24.45
acres of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section
3, except 1 acres in the South east corner thereof, described as follows:
Commencing 37 rods and 20 links West of the South east corner of said Northeast
Quarter of the Northeast Quarter, thence with said line South, 76 $\frac{1}{2}$ ⁰ West 11 rods
and 8 links, thence North 30 $\frac{1}{2}$ ⁰ West 10 rods and 6 $\frac{1}{2}$ links, thence North, 60⁰
East 15 rods and 23 links, thence South 10⁰ 25' East 14 rods and 8 links to the
place of beginning, all of said land being in Township 75, Range 26, Madison
County, Iowa,

Said Mortgagor hereby covenant that he has good right to sell and convey said premises, and
that they are free from encumbrance, and hereby warrants the title against all persons
whomsoever, and waives all right of dower and homestead therein.

1. CONDITIONED, HOWEVER, That if Karl K. Brumfield, single, shall pay or cause to be
paid to IOWA STATE BANK, DES MOINES, IOWA, or its successors or assigns, at Des Moines,
Iowa, or at such other place, either within or without the State, as the owner of the Note
may from time to time designate, the sum of Six Thousand and no/100 (\$6000.00) DOLLARS in
lawful money of the United States which shall be legal tender in payment of all debts and
dues, public and private, at the time of payment, payable as follows:

Note in the amount of Three thousand Dollars (\$3000.00), dated October 4, 1948 given to
India Brumfield, drawing interest at 5% from date, and Note in the amount of Three Thousand
Dollars (\$3000.00), dated October 4, 1948, given to India Brumfield, drawing interest at
5% from date, both notes being assigned to the Iowa State Bank, Des Moines, Iowa, by
Florence Rikard, Executrix of ~~the~~ Estate of India Brumfield, deceased, the within mortgage
is security in addition to present mortgages also securing the above notes, and not in
substitution therefore.

the
with/interest thereon, payable according to the tenor and effect of said promissory notes
signed by Karl K. Brumfield, single, payable to IOWA STATE BANK, DES MOINES, IOWA, as
assignee thereof and bearing even date with these presents; and shall promptly pay before
the same shall become delinquent all taxes and special assessments of any kind, that may
be laid within the State of Iowa, upon said premises, or any part thereof, and shall
procure and deliver to said Mortgagee, its successors or assigns, on or before the first
day of October in each and every year, duplicate receipts of the proper officers for the
payment of all such taxes and assessments for the preceding year; and shall keep the
buildings upon said premises constantly insured in some reliable insurance company, to be
approved by the Mortgagee, its successors or assigns, to the amount of not less than Six
thousand dollars (\$6000.00) the loss or damage to be made payable to said Mortgagee, its
successors or assigns, as its interest may appear, and all of which insurance policies and
renewal receipts shall be endorsed and delivered to said Mortgagee, its successors or assigns:

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HALL, PARROTT & SONS CO., WATERLOO, IOWA F10993

and shall keep the buildings and other improvements on said premises in as good repair and condition /as at this time, ordinary wear and tear only excepted; and shall pay all expenses and attorney's fees incurred by said Mortgagee, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to be and remain in full force.

2. It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, the said Mortgagee its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not), may effect the insurance above provided for, and may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon from time of payment shall be a lien against said premises.

3. And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, promptly on maturity, or if there shall be a failure to comply with any or every condition of this mortgage, then said note and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due, and shall become collectible by foreclosure or otherwise thirty days after such default or failure, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, or his assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, the whole indebtedness secured by this mortgage shall draw interest at the rate of seven per cent per annum.

4. And it is agreed that if said note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, the Mortgagor will pay a reasonable attorney fee for any service rendered by attorney in connection herewith, and all expenses incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

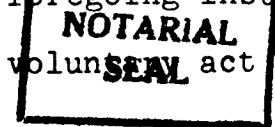
5. Provided always, that if/^{the}said Mortgagor, his heirs, administrators or assigns shall pay or cause to be paid the said note, interest, taxes and assessments, as specified in said note and in this mortgage, and shall fully perform all the covenants and agreements herein expressed, then this mortgage shall be fully satisfied and the said Mortgagee shall release said real estate at the expense of the Mortgagor.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

K. K. Brumfield

STATE OF IOWA Polk County)ss.

On this 6th day of March A.D. Nineteen Hundred and Fifty-one, before me, Catherine E. Johnson a Notary Public in and for Polk County, State of Iowa, personally appeared Karl K. Brumfield, single, to me known to be the identical person named in and who executed the foregoing instrument, as mortgagor, and acknowledged that he executed the same as his



Catherine E. Johnson Notary Public
in and for said County and State.