Mortgage Record, Madison County, Iowa

J. H. WELCH PRTG. CO., DES MOINES 21597

MORTGAGE

Robert R. Burd & wife

TO

J. W. McKee, Trustee

Filed for Record this 6 day of May 193 9, at 2:27 o'clock P M.

#3361 Pearl E. Shetterly Recorder

Deputy

Recording Fee $ 1.10 ✓

THIS MORTGAGE, made the 18th day of April 1939, by and between Robert R. Burd and his wife, Marie Burd, after of Madison County and State of Iowa, herein called the mortgagors and J.W. McKee, Trustee of the legacies set forth in Items Two (2), Three (3), Four (4) and Five (5) of the Last Will and Testament of Emil Allgeyer, Deceased, hereinafter called the mortgagee.

WITNESSETH: That the mortgagor in consideration of the sum of Fifteen Hundred & no/100 ---------- ($1500.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns forever, the following tracts of land in the county of Madison State of Iowa, to-wit:

Lot Three (3), and the West Half (½) of Lot Two (2) in Block Twenty-two (22), of the Original Town Plat of the Town of Winterset, Madison County, Iowa.

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containing in all -- acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interest known as Dower, or however else, are hereby conveyed. To be void upon the following conditions:

FIRST. That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns the sum of Two Hundred ($200.00) DOLLARS, on the principal of said loan on the 18th day of April A. D. 19 41, and $200.00 each year thereafter until the amount of the principal is paid, with interest according to the tenor and effect of the -- certain promissory note of the said Robert R. Burd and his wife Marie Burd dated April 18, A. D. 19 39, and all such other sums of money as may at any time be owing to the said mortgagee, according to the terms of such indebtedness, or of the conditions of this mortgage.

SECOND. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

THIRD. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments, and shall be secured hereby; and should mortgagee become involved in litigation, in maintaining the security created by this mortgage or its priority, or validity, or any rights or interests hereunder, then this mortgage shall secure the repayment and recovery of all money, costs expenses or advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the date of any 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 any and all interest when due, shall at the mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or 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 whatsoever, 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 under the order of the court 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 receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this moragage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to anyone other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Robert R. Burd

Marie Burd

STATE OF IOWA, MADISON COUNTY, ss.

On the 18th day of April A. D. 19 39, before the undersigned, a Notary Public in and for said County, came Robert R. Burd and his wife, Marie Burd to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be their voluntary act and deed.

[SEAL] NOTARIAL SEAL

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

R. W. Matheny

Notary Public in and for Madison County, Iowa.