Mortgage Record, No. 102, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 1147-1 51

Albert Harris
To
Seaton-Watts Oil Co.

#275

Fee $1.00

Filed for record the 16 day of January A. D. 1952 at 2:30 o'clock P. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That I, Albert Harris, of Madison County, State of Iowa do hereby acknowledge that a certain mortgage, bearing date the 12th day of January, A. D. 1949, made and executed by Seaton-Watts Oil Company, a corporation to said Albert Harris and recorded in the office of the Recorder of the County of Madison, State of Iowa, in Book 99 of real estate Mortgages page 144 is redeemed, paid off, satisfied, and discharged in full.

Signed the 16th day of January, 1952. Albert Harris

CERTIFICATE OF ACKNOWLEDGMENT - Individual
STATE OF IOWA, County of Madison ss.

On this 16th day of January, A. D. 1952, before me, H. Maxine Mount a Notary Public in and for the County of Madison, State of Iowa, personally appeared Albert Harris to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

H. Maxine Mount Notary Public
in and for Madison County, State of Iowa.

NOTARIAL SEAL

Mortgage Record, No. 102, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 11472-51

C. R. Corey & wife
To
George Bowerbank

#354

Fee $ 2.40 VEL

Filed for record the 21 day of January A. D. 1952 at 11:33 o'clock A. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 18 day of January, 1952, by and between C. R. Corey and Mary E. Corey, husband and wife, of Creston P. O., Union County, Iowa party of the first part, and George Bowerbank of Union County, State of Iowa party of the second part, WITNESSETH:

That the party of the first part, for the consideration of Three Thousand DOLLARS in hand paid by the party of the second part, does hereby SELL AND CONVEY unto the party of the second part, the following described real estate situated in Union County, Iowa, to-wit:

The Northeast Quarter, (NE¼), except the east twenty acres of the Southeast Quarter of the Northeast Quarter (SE¼NE¼), Section Five (5), Township Seventy-three (73) North, Range Twenty-nine (29), West of the 5th P. M. and also the following described real estate situated in MADISON County, Iowa, To-wit: the South Half of the Southeast Quarter (S½SE¼) of Section Thirty-two (32), Township Seventy-four (74) North, Range Twenty-nine (29), West of the 5th P. M.

For Release of Annexed Mortgage See Mortgage Record 103 Page 488

TO HAVE AND TO HOLD the said premises with all appurtenances thereunto belonging, and the rents, issues, income and profits thereof, unto the second party his heirs and assigns forever.

And we hereby covenant with the said George Bowerbank that we hold said premises by title in fee simple; that we have good and lawful authority to sell and convey the same; and that they are free and clear of all liens and incumbrances whatsoever, and we covenant to warrant and defend said premises against the lawful claims of all persons whomsoever, and the said C. R. Corey and Mary E. Corey hereby relinquish all right of dower and homestead in and to said premises.

NEVERTHELESS, to be void upon condition that C. R. Corey and Mary E. Corey the aforesaid first party their heirs or administrators pay second party his heirs, administrators or assigns Three Thousand DOLLARS as follows: on April 1st, 1957, subject to semi-annual payments of $250.00 upon the principal starting October 1st, 1952.

The makers have the option of paying off the full balance of said mortgage upon April 1st, 1954 or any subsequent interest payment date or any part of the principal in addition to the above mentioned principal payments provided the additional amounts paid are in multiples of $100.00. with interest thereon according to the tenor of a promissory note of even date herewith payable at Creston, Iowa, and shall keep and perform each and all of the covenants and agreements herein contained, otherwise to remain in full force and effect.

Said first party shall pay all taxes and assessments upon said property before they become delinquent, shall not suffer waste, and shall keep all buildings thereon insured to the satisfaction of said second party in a sum not less than their insurable value, delivering all policies to said second party and in case the taxes are not so paid, and the insurance so kept in force, by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended with interest thereon at the rate of seven per cent per annum and this mortgage shall stand as security therefor. And in case of foreclosure the said first party shall pay a reasonable attorney's fees and expense of continuation of abstract which shall be included in the costs of said suit, and shall pay, all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to pay any installment of principal or interest when due, or to comply with any of the agreements (including warranty of title) or to perform any of the conditions hereof, or of the note which this mortgage is given to secure, causes the whole debt to at once become due and collectible, at the election of second party or assigns, and no demand for fulfillment of broken conditions or notice of election to consider the debt due, shall be necessary before commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage; and in case of such failure the right of possession of the mortgaged premises with all the appurtenances thereto belonging, shall immediately vest in said party of the second part or assigns, who may immediately take possession of the same and collect all rents, issues, profits

BOONE BLANK BOOK CO., BOONE, IOWA. 11472-51

and incomes thereform, or may proceed by foreclosure, in which event second party shall have as additional security a lien, from the date of such default, on all crops thereafter raised on said premises and all rents and profits thereafter accruing thereon. A receiver of all of said mortgaged property shall be appointed on the application of said second party at any time after default of first party as to any of the provisions hereof, or of the note secured hereby, either independently or in connection with foreclosure, and if in connection with foreclosure such receiver may be appointed at the time of the commencement of the suit, or at any time thereafter before the expiration of the time of redemption, such receiver shall take immediate possession and charge of said mortgaged premises, and rent the same and collect the income from said premises and hold the same until the debt secured hereby is fully paid, or until the time of redemption expires, and all rents, issues, incomes and profits dervied from said premises, less the cost and expenses of such receivership, shall be applied first to the payment of interest on any prior incumbrance, then to taxes, assessments and insurance, and the balance upon the debt secured hereby.

In case of a sale of said premises under this mortgage, the said first party hereby agrees that said premises may be sold as a whole or entirety, and hereby waive their right to demand that said premises be sold in parcels, or that the land other than a homestead be first sold.

Witness our hands the date first above written.

C. R. Corey
Mary E. Corey

STATE OF IOWA, Union County, ss.

On this 18 day of January, A. D. 1952, before me, R. H. Werner a Notary Public within and for said County, personally appeared C. R. Corey and Mary E. Corey, husband and wife personally to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Creston, Iowa on the date last above written.

NOTARIAL SEAL

R. H. Werner Notary Public
in and for Union County, Iowa.