NOTE: Use this form only when a 12-month period of redemption is desired. Use Form 13.1 for the six-month period and 60-day neriod.



REAL ESTATE MORTGAGE-IOWA

This ?	Indenture made this	2nd JULY day of KATHLEEN F. MCLAUGHLIN	, A. D.	. 19
between MICH	IAEL L. MCLAUGHLIN AND	KATHLEEN F. MCLAUGHLIN		
				Mortgagors
of the County of	MADISON	and State of Iowa, and		
:				Mortagee,
of the County of	MADISON	and State of <u>IOWA</u>		1
WITNESSE sixty five	TH: That the said Mortgago hundred and no/100	ors in consideration of		DOLLARS
(\$6500.00 inafter referred	to, do, by these presents SEL	received by Mortgagors and evid L, CONYEY AND MORTGAGE,	denced by the promissory unto the said Mortgagee	note here-
EARLHAM S	SAVINGS BANK EARLHAM I	OWA 50072		
the following des	scribed Real Estate situated in the	ne County of MADISON	Sta	te of lowa,

A parcel of land described as follows: Commencing at the Southwest Corner of Section Six (6), in Township Seventyseven (77) North of Range Twenty-eight (28) West of the 5th P.M. Madison County, Iowa, thence North 90.00.00" East 2360.76 feet, thence North 0'20'16" East 40.00 feet the Point of Beginning, thence continuing North 0'20'16" East 104.33 feet along the West line of Cherry Street in the town of Earlham Madison County, Iowa, thence North 77°03'01" West 342.29 feet, thence South 01.20.27" West 113.26 feet to the Northwest corner of lot Two (2) in Block Thirteen (13) of the Original Town of Earlham, thence South 75'16'59" East 251.42 feet to the Southeast corner of said Lot Two (2), thence North 90°00'00" East 92.54 feet to the Point of Beginning, being a part of the Chicago, Rock Island and Pacific Railroad Company's former station grounds and located in the town of Earlham, Madison County, Iowa, FILED NO ...

AND

BOOK 159 PAGE 443

Fee \$10.00

91 JUL 25 PM 3: 00

Lot Two (2) in Block Thirteen (13) of the Original MICHELLE UTSLER RECORDER Town of Earlham, Madison County, Iowa

together with all personal property that may integrally belong to, or be or hereafter become an integral part of said real estate, and whether attached or detached (that is, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, linoleum, water heater, water softener, automatic heating equipment and other attached fixtures), and hereby granting, conveying and mortgaging also all of the easements, servient estates appurtenent thereto, rents, issues, uses, profits and right to possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full. As to any such personal property, or fixtures, or both, a Security interest hereby attaches thereto, as provided by the Uniform Commercial Code.

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold said real estate by title in fee simple; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said Mortgagors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises, and waives any rights of exemption, as to any of said property.

CONDITIONED HOWEVER. That if said Mortgagors shall pay or cause to be paid to said Mortgagee, or his successor in interest, said sum of money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, all at the time, place, and upon the terms provided by one promissory note of Mortgagors to Mortgagee, of even date herewith, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

- I. TAXES. Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof, before same became delinquent, without notice or demand; and shall procure and deliver to said Mortgagee, on or before the fifteenth day of April of each year, duplicate receipts of the proper officers for the payment of all such taxes and assessments then due.
- 2. INSURANCE. Mortgagors shall keep in force insurance, premiums therefor to be prepaid without notice or demand, against loss by fire, tornado and other hazards, casualties and contingencies as Mortgagee may require on personal property, as herein referred to, and on all buildings and improvements on said premises, in companies to be approved by Mortgagee in an amount not less than the full insurable value of such personal property and improvements, or not less than the unpaid balance herein, whichever amount is smaller, with such insurance payable to Mortgagors and Mortgagee, as their interests may appear. Mortgagors shall promptly deposit such policies with proper riders with the Mortgagee.
- 3. REPAIRS TO PROPERTY. Mortgagors shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed, ordinary wear and tear only excepted; and shall not suffer or commit waste on or to said security.
- 4. ATTORNEY'S FEES. In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this mortgage, to protect the lien of title herein of the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from the Mortgagors, or charged upon the above described property, they agree to pay reasonable attorney fees.

- 5. CONTINUATION OF ABSTRACT. In event of any default herein by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title, or continuation thereof, for said premises, and charge and add to the mortgage debt the cost of such abstract or continuation with interest upon such expense at the default rate provided in the note secured hereby.
- 6. ADVANCES OPTIONAL WITH MORTGAGEE. 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, Mortgagee (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance above provided for, and need not, but 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 at the default rate provided in the note secured hereby from time of payment shall be a lien against said premises.
- 7. ACCELERATION OF MATURITY AND RECEIVERSHIP. And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, or any other advance or obligation which may be secured hereby or any agreed protective disbursement, such as taxes, special assessments, insurance and repairs, or if Mortgagors shall suffer or commit waste on or to said security, or if there shall be a failure to comply with any and every condition of this mortgage, then, at the option of the Mortgagee, 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 at once by foreclosure or otherwise 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 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 Mortgagors 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 such sums in default secured by this mortgage shall draw interest at the default rate provided in the note secured hereby.
- 8. **DEFINITION OF TERMS.** Unless otherwise expressly stated, the word "Mortgagors", as used herein, includes successors in interest of such "Mortgagors"; the word Mortgagee", as used herein, unless otherwise expressly stated includes the successors in interest of such "Mortgagee". All words referring to "Mortgagors" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to the context. This construction shall include the acknowledgment hereof.

9. The address of the N	violigages 13		(Street and Num	iber)	
(City)	(State)	(Zip Code)	(See last se	entence of Section	447.9 Code of Iowa.)
10. ADDITIONAL PROVISI tes if desired) The princip	IONS. The following of the obligation herein, the	additional provisions are e one promissory note al	hereby incorporated pove referred to is	d herein: (Insei payable \$	rt due date or due
8	and \$	on			
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•					
IN WITNESS WHERE	OF, said Mortgagors	have hereunto set the	neir hands the da	ay and year fi	rst above written.
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		TIVE K	L L. MCLAUGI	XUE V	
					10
		Tack	leer +1	n Lauc	Mu
and the second s	•	KATHLE	EN F. MCLAUC	GHLIN /	Mortgagors
ATE OF OWA, MADIS	ON JULY	COUNTY, ss:	Q1		
this nd	IAV 01	, A. D. 19	, before	me, the unde	rsigned, a Notary
olistic and for the State	of Iowa, personally a	ppeared MICHAEL I	. MCLAUGHLII	N AND KATH	LEEN F. MCLAU
Challes it is	entical persons named	in and who execute	at The foregoing	instrument.	and acknowledged
	e as their voluntary		/1 /1	/	
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Children Some			116	ladami Dublia i	and for sold Stat
The transfer of the second	ROBERT J. KRES	3		orary rubiic ii	i alia ioi sala Siali
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IOWA MORTGAGE No. 2/7 MORTGAGE	From	То		Filed for record the 25 day of July A. D. 1921.	3:00 o'clock M., and recorded in Book 159 of Mortgages on page 1443	of Madusor County Records. Muchelle Utalet Recorder	M. W.	WHEN RECORDED RETURN TO	Estehan Gant	
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