

## Madison County, Iowa

Book 74

the voluntary act and deed of said Corporation, by him voluntarily executed,

Marie Shearer.

Notary Public in and for said County and State.

J.A.Mills & wife)  
to Mtg.  
Ada M.Hoots )

Filed for record the 18 day of July A.D.1921 at 11.20  
o'clock A.M.

Nettie E.Winship,Recorder  
Winifred Whedon,Deputy  
Fee \$.90 # 1408 ✓

THIS INDENTURE,Made and executed the 18th day of July A.D.1921,by and between J.A.Mills and Laura J.Mills, husband and wife,of the County of Madison and State of Iowa,party of the first part,and Mrs.Ada M.Hoots of Madison County,Iowa,party of the second part.  
WITNESSETH: That the said party of the first part,for and in consideration of the sum of Seven Hundred and fifty (\$750.00) & no/100 Dollars,paid by said party of the second part, the receipt whereof is hereby acknowledged,have Granted,and Sold,and do by these presents Grant,Bargain,Sell,Convey,and Confirm unto the said party of the second part her heirs and assigns,forever,the certain tract or parcel of real estate,situated in the County of Madison and State of Iowa,described as follows,to-wit.

Lots Number Seven (7) and Eight (8) in Burger's Four Acre Addition to the Original Plat of Winterset,Iowa.

To Have and To Hold the premises above described,with all the appurtenances thereunto belonging unto the second party,and to her heirs and assigns,forever. The said J.A.Mills and Laura J.Mills represents to and covenants with the party of the second part,that they have good right to sell and convey said premises; that they are free from incumbrance,and that they will warrant defend said premises against the lawful claims of all persons whomsoever; and the said Laura J.Mills hereby releases all her right of dower in and to the said premises; and the said party of the first part relinquishes and conveys all right of homestead in said premises;

THIS CONVEYANCE to Be Void on the Following Conditions;

That said J.A.Mills and Laura J.Mills shall pay said Mrs.Ada M.Hoots or order,their one promissory note of even date herewith for the sum of Seven Hundred and fifty (\$750.00)

Dollars due July 18th,1926,with interest on all of said money from this date until paid,at the rate of 7 per cent per annum,payable annually according to the one promissory note of

This Mortgage having been paid in full, I hereby release and discharge the same of record, this day of July 1922  
Ada M. Hoots  
Winifred Whedon, Recorder

## Mortgage Record, No. 74,

and the said J.A.Mills and Laura J.Mills of even date herewith; and it is stipulated in said note, and in this mortgage, that should any of said interest not be paid when due it shall bear interest at the rate of eight per cent per annum thereafter.

That said mortgagors shall pay all taxes and assessments levied upon said real estate before the same become delinquent, and in case not so paid the holder of this mortgage shall have the right to declare the whole sum herein secured due and collectible at once, and may pay such taxes or assessments, and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security therefor.

That said mortgagors shall cause the buildings on said premises to be insured and during the existence of this mortgage keep insured, against loss by fire, in some good, company, to be selected by the mortgagee, in the sum of not less than \$1500.00 Dollars, loss, if any, to be payable to said second party, and shall deliver policies and renewal receipts to said second party.

It is further stipulated and agreed, that a failure to pay any of the said money, either principal or interest, within twenty days after the same becomes due, or a failure to conform or comply with any of the foregoing conditions or agreements shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elects, and this mortgage may thereupon be foreclosed immediately for the whole of said money interest, and costs.

And it is further expressly agreed, that in the event of any failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party shall be and hereby is authorized to take immediate possession of said property, and to rent the same, and upon proper application therefor, shall be entitled to have a Receiver appointed for said premises, by any Court having jurisdiction, and from the date of such possession or appointment of Receiver, all of the income, rents, and profits shall be applied in payment of taxes, insurance, interest, and repairs without regard to the adequacy of the security for the debt, and neither the second party nor Receiver shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession of the mortgaged premises as above provided, by the second party or his assigns, in person or by Receiver appointed by the Court, shall in no manner prevent or retard the owner in the collection of said sums <sup>secured</sup> thereby, by foreclosure or otherwise.

And it is further agreed, that in the event of the commencement of an action for the foreclosure of this mortgage, upon any default being made, that statutory attorney's fee shall be recovered and taxed by the Court and included in said decree.

In Testimony Whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

J.A.Mills (Seal)  
Laura J.Mills (Seal)

State of Iowa, Madison County SS Be It Remembered, That on this 18th day of July A.D. 1921, before me personally appeared J.A.Mills and Laura J.Mills, 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.

W.O.Lucas  
Notary Public in and for said County.