

Madison County, Iowa

Book 74

I. M. Herwig  
Notary Public in and for Muscatine County, Iowa.

Country Club)  
to Mtg.  
W. J. Cornell )

Filed for record the 13<sup>th</sup> day of May A.D. 1922 at 4.03 o'clock P.M.  
Nettie E. Winship, Recorder  
Fee \$1.00 # 1179

THIS MORTGAGE, Made the 5th day of May 1922, by and between COUNTRY CLUB, a corporation organized and existing under the laws of Iowa, having its principal place of business at Winterset, of Madison County, and State of Iowa, hereinafter called the mortgagor, and W. J. CORNELL, hereinafter called the mortgagee.

WINTESSETH: That the mortgagor, in consideration of the sum of Three Thousand Five Hundred (\$3500.00) 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: The West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ); and the Southwest Quarter ( $\frac{1}{4}$ ) of the North east Quarter ( $\frac{1}{4}$ ), excepting therefrom a tract described as follows: Commencing at a point 24 rods South of the Northwest corner of said last described forty acres, and running thence East  $9\frac{1}{2}$  rods, thence in a Southwesterly direction, following the West side of the public highway as now located, to a point 48 rods South and 2 rods East of the Northwest corner of said last described forty acre tract, thence West 2 rods, thence North 24 rods to the place of beginning; all in Section Twenty-five (25) in Township Seventy six (76) North, of Range Twenty eight (28) West of the 5th P.M.

This mortgage authorized by the Board of Directors of said Country Club, corporation, at a called meeting of said Board, held on the 21st day of April, A.D. 1922. containing in all 59 acres, with all appurtenances thereto belonging, and the mortgagor warrants 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 mortgagor shall pay to the mortgagee or his heirs, executors, or assigns, the sum of Three Thousand Five Hundred (\$3500.00) Dollars, on the 1st day of April, A.D. 1925, with interest payable annually, according to the tenor and effect of the one certain promissory note of the said Country Club, corporation, bearing even dates with these presents; principal and interest payable at the office of The Citizens National Bank, at Winterset, Iowa.

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

THIRD The mortgagor shall pay when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortgagor fails either to so pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby as also for taxes or insurance paid hereunder; and all such amounts shall constitute a part of the debt

*This Mortgage having been paid in full, I hereby release and discharge the same of record, this 13th day of April, 1922.*  
*W. J. Cornell*  
*Witnessed by Gladys B. De Vault, Recorder, By Paul Jones, Deputy.*

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hereby secured, to the same extent, as if such amounts were a part of the original debt hereby, and with eight per cent per annum interest thereon, from the date such payments.

A failure to comply with any one or more of the above conditions of the mortgage, either wholly or in part, including the payment of interest when due, shall at the mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be and hereby is, authorized to take immediate possession of all said property, and to rent the same, and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.

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 mortgagor, the day and year first herein written.

(Corporate Seal)

COUNTRY CLUB.  
By E.E. McCall, Pres.  
By Leo C. Percival Secty-Treas.

State of Iowa, Madison County SS: On this 13th day of May, A.D. 1922, before me appeared E.E. McCall and Leo C. Percival, to me personally known, who, being by me duly sworn, did say that he is the President and Secretary-Treasurer, respectively, of COUNTRY CLUB, (a corporation, of Winterset, Iowa), and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E.E. McCall and Leo C. Percival acknowledged said instrument to be the voluntary act and deed of said corporation.

Bernice Niblo  
Notary Public in and for Madison County, Iowa.