

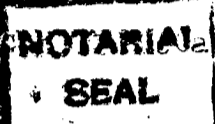
Mortgage Record, No. 74,

FIDLER & CHAMBERS, DAVENPORT, IOWA.

Filed for record the 1st day of May A.D. 1923 at

tion as grantor and acknowledged the execution of said instrument to be his deed. Witness my hand and Notarial Seal the day and year last above written.

Geo. F. McCarty,
Notary Public in and for said County.



Jennie D. Cummins, et al.) Filed for record the 1st day of May, A.D. 1923, at
to (Mtg. 2/47 o'clock P.M.
McCall Land and Loan Co.) #1460 Fee \$1.20 ✓ Olive M. Garrison,
of Winterset, Iowa. Recorder.

This Mortgage, Made the 21st day of March, 1923, by and between Jennie D. Cummins, widow;
J.M. Cummins, unmarried; E.B. Cummins and wife; Bernice Cummins; Maud Kerns and husband Oren
Kerns; J.M. Fredrickson, single; Fern Fredrickson, single; Zola King and husband Harry King;
Erick Cummins and wife Opal Cummins, of Madison County, and state of Iowa, hereinafter called
the mortgagors, and McCall Land and Loan Company, of Winterset, Iowa, hereinafter called the
mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Six Hundred
(\$600.00) Dollars, paid by the mortgagee, do hereby convey to the Mortgagee, its successors
and assigns, forever, the following tracts of land in the County of Madison, State of Iowa,
to-wit: The South Half (1/2) of the Northeast Quarter (1/4) of Section Seven (7) in Town-

Ship Seventy-four (74) North, of Range Twenty-eight (28) West of the 5th P.M.,
containing in all 80 acres, with all appurtenances thereto belonging, and the mortgagors

warrant the title against all persons whomsoever. All rights of homestead and contingent
interests known as Dower, or however else, are hereby conveyed, To be void upon the follow-

ing conditions: First. That the mortgagors shall pay to the mortgagee or its successors or
assigns, the sum of Six Hundred (\$600.00) Dollars, on the 21st day of March A.D., 1928, with
interest according to the tenor and effect of the one certain promissory note of the said

Jennie D. Cummins; J.M. Cummins; E.B. Cummins; Bernice Cummins; Maud Kerns; Oren Kerns; J.M.
Fredrickson; Fern Fredrickson; Zola King; Harry King; Erick Cummins and Opal Cummins, bearing

dates with these presents; principal and interest payable at the office of McCall Land
Loan Company, at Winterset, Iowa. Second. That the mortgagors shall keep the build-

ing on said real estate insured in some responsible company or companies, satisfactory to
the 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 mortgagors
shall pay when due, and before delinquent, all taxes which are, or become, a lien on said

premises; if mortgagors fail either to so pay such taxes, or promptly to effect such insurance
when 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 ad-
vancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder;
and all such amounts shall constitute a part of the debt hereby secured, to the same extent,
as if such amounts were a part of the original debt secured hereby, and with eight per cent
per annum interest thereon, from the date of 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 interest when due, shall at the mortgagee's

The mortgagee (a corporation) in the annexed mortgage, hereby releases this mortgage of record this 3rd day
of March 1923, and I, the executing officer, hereby certify that this release is executed by authority
of the Board of Directors of said corporation. McCall Land and Loan Company by E. E. McCall its President
Executed in my presence by E. E. McCall
the President of said McCall Land and Loan Company
I, Geo. F. McCarty, Notary Public in and for said County of Madison, Iowa, do hereby certify that the above is a true and correct copy of the original as the same appears from the records of said County.

Madison County, Iowa

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option, cause the whole 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 whatever, 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 mortgage 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 any one 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.

Harry King
Zola King*

Oren Fredrickson*
O.R. Kerns "
Maude Kerns "
Eric Cummins "
Opal Cummins*

Jennie D. Cummins*
J.M. Cummins*
E.B. Cummins +
Bernice Cummins *
J.M. Fredrickson.*

State of Iowa, Calhoun County, ss.
On the 30th day of April A.D. 1923, before the undersigned, a Notary Public, in and for said County, came Maude Kerns and husband Oren Kerns, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

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

Ben H. Cox,
Notary Public in and for Calhoun County, Iowa.

State of Iowa, Madison County, ss.
On this 6th day of April A.D. 1923, before the undersigned, a Notary Public, in and for said County, came J.M. Fredrickson, single; Oren Fredrickson, single; Zola King and husband Harry King; Erick Cummins and wife Opal Cummins, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

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

M.L. Silliman,
Notary Public in and for Madison County, Iowa.

State of Iowa, Madison County, ss.
On the 31st day of March A.D. 1923, before the undersigned, a Notary Public, in and for said county, came Jennie D. Cummins, widow, J.M. Cummins, unmarried, E.B. Cummins and wife Bernice Cummins, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

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

Clarence Hausz,
Notary Public in and for Madison County, Iowa.

Frieda Vonsien,
Notary Public, Scott County, Iowa.