

589

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

Catharine Schwaner

) Filed for record the 7th day of October A.D.

Evening Star Lodge #43)
to (Mtg.
The Winterset Cemetery Assoc)#1893

Filed for the 7th day of October A.D. 1924 at
2:30 o'clock P.M.
Olive Garrison Crawford, Recorder.
Paul Lucas, Deputy.
Fee \$1.10

This Mortgage, Made the 7th day of October 1924, by and between Evening Star Lodge No. 43, A.F. & A.M. of Winterset, Iowa, of Madison County, and State of Iowa, herein-after called the mortgagors, and The Winterset Cemetery Improvement Association hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of One Thousand Four Hundred (\$1400.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The North two-thirds of Lot Five (5) in Block Seventeen (17) of the Original Town of Winterset, Iowa.

This instrument is executed in pursuance of a motion in the regular meeting of Evening Star Lodge No. 43, A.F. & A.M. of Winterset, Iowa, made on the 3rd day of October, 1924; which motion was made unanimous authorizing the trustees of said lodge to mortgage the property hereinbefore described for the sum of \$1400.00, the proceeds of which was to pay the balance of an existing mortgage on said property executed to Catherine Schwaner and recorded on page 514 of Mortgage Record 55, of the records of Madison County, Iowa. containing in all-----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 following conditions:

First. That the mortgagors shall pay to the mortgagee or----heirs, executors, or assigns, the sum of One Thousand Four Hundred (\$1400.00) Dollars, on the 7th day of October A.D. 1929, with an option to pay \$100.00 or any multiple thereof when interest is due with interest at the rate of-----per cent per annum, payable annually according to the tenor and effect of the---certain promissory note with coupons attached, of the said-----bearing even dates with these presents: principal and interest payable at the Madison County State Bank, at Winterset, Iowa.

Second. That the mortgagors shall keep the buildings on said ^{real} estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and

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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, 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 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 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 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 mortgagors 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 mortgagors, the day and year first herein written.

C.R.Peters
Charles W. Aikins
John A. Leech
Trustees

(Evening Star Lodge Seal)

C.R.Peters
Worshipful Master
Charles W. Aikins
Senior Warden
John A. Leech
Junior Warden
Nels Bertholf
Treasurer
N.E.Hollen
Secretary.

State of Iowa, Madison County, ss. On the 7th day of October A.D. 1924, before the undersigned a Notary Public in and for said County, personally came C.R.Peters, C.W. Aikins, J. A. Leech, Nels Bertholf and N.E.Hollen, to me personally known, who, being by me duly sworn, did say that they are the Worshipful Master, Senior Warden, Junior Warden, Treasurer and Secretary, respectively, of the Evening Star Lodge No. 43, A.F. & A.M. of Winterset, Iowa, and said Worshipful Master, Senior Warden and Junior Warden are also trustees of said Lodge, and that said instrument was signed and sealed on behalf of said Lodge by authority of an unanimous vote of its members present at its regular meeting on October 3rd, 1924, and that the said C.R. Peters, C.W. Aikins, J.A. Leech, Nels Bertholf and N.E. Hollen, as officers of said Lodge, acknowledge said instrument to be the voluntary act and deed of said Lodge.

WITNESS MY hand and Notarial Seal, the day and year last above written.

W.T.Guiher
Notary Public in and for said County.

Nov 28
President
Wardens
Trustees
Secretary
Winterset Cemetery Association By Edgmon Wren President

