

## Mortgage Record, No. 78, Madison County, Iowa

FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

that if it becomes necessary to

Walter L. Collins &amp; wife et al)

A. E. Collins to

(Mortgage Deed  
)#1515

Fee\$.80

Filed for record the 15th day of  
June A.D., 1925 at 9:55 o'clock A.M.  
Gladys B. DeVault, Recorder.

Know All Men by These Presents: That we, Walter L. Collins and his wife Amy Collins of Hennepin County, Minnesota, and Mollie L. Nixon and her husband A. E. Nixon of Madison County, Iowa for the consideration of the sum of None Hundred Fifty and no/100 DOLLARS hereby convey to A. E. Collins of the County of Madison, and State of Iowa, the following described Real Estate, situated in the County of \_\_\_\_\_ and State of Iowa, to-wit:

Lots One, Two, Three, Four, Five and Six (1,2,3,4,5, & 6) in Block Nine (9) in the town of West St. Charles (some times known as Hanley)

And we warrant the title of the same against all persons whomsoever.

THIS CONVEYANCE TO BE VOID, if the said mortgagor\_\_ pay or cause to be paid to the said mortgagee, or his assigns the sum of One Hundred Fifty and no/100 DOLLARS as follows: \$150.00 on the 13 day of June 1926, with interest at 8 per cent.

For which sum and interest he has given his promissory note of date June 13, 1925

The interest above specified to be paid annually, and all interest in arrears to draw 8%.

IT IS PROVIDED, HOWEVER, That said mortgagor shall, while any part of said principal or interest remains unpaid. pay all taxes on said mortgaged property before they become delinquent and we shall keep the buildings thereon insured to the satisfaction of the mortgagee, and the policy payable in case of loss, to the holder thereof, as his interest may then appear and in case of his failure to comply with either of these

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provisions, the holder hereof may, at his option cause such tax to be paid and insurance to be affected, and may thereupon add the amount so paid by him to the next sum falling due and shall have the above rate of interest thereon from the time of payment until repaid.

IT IS PROVIDED, That if said mortgagor should fail to pay installments of principal and interest as they fall due, or neglect or refuse to pay the taxes or effect the insurance as above provided for, for more than Sixty days, then the holder hereof may, at his option, without giving notice, consider the principal and interest and the amount paid by him for taxes and insurance on said premises, due and payable, and may, without delay, proceed to foreclose this mortgage.

AND IT IS FURTHER PROVIDED, That in any action that may be brought for any sum due under the provisions of this mortgage by the holder hereof he shall be entitled to recover of the maker hereof a reasonable sum as attorney's fee, to be fixed by the court, and the expense of abstract of title preparatory to foreclosure.

AND IT IS SPECIFICALLY PROVIDED, That this mortgage shall be a lien upon said above described premises for the full and complete performance of all stipulations contained herein.

IT IS FURTHER EXPRESSLY AGREED, That in case action is brought for foreclosure of this mortgage, the mortgagee is hereby authorized to take immediate possession of said property and to rent the same, and shall be liable to account to said mortgagor only for the net profits thereof. And for said purpose a receiver for said premises and rents and profits thereof may be appointed by the court or judge thereof.

Witness my hand and seal this 13 day of June 1925.

Walter L. Collins  
Amy Collins

Mollie L. Nixon  
A. E. Nixon

State of Iowa, Madison County, ss: On this 13 day of June A.D. 1925, before me, of a Notary Public in and for said county, personally appeared Walter L. Collins, Amy Collins, his wife and Mollis L. Nixon? A. E. Nixon, her husband to me known to be the identical person\_\_ named in and who executed the foregoing instrument, and whose name\_\_ are affixed to the above deed as grantor\_\_ and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and Notary seal the day and year last above written.

M. S. Creger  
Notary Public in and for said County.

