

Mortgage Record, No. 78, Madison County, Iowa

*Addressed by Gladys B. DeVault
Recorder
By Concess M. Knott
10 July*

James & Estella Gibson)
to (First Mortgage
Mrs. Ella Prescott)#2267 Fee \$1.00
Filed for record the 13th day of
October A.D. 1925 at 9:45 o'clock A.M.
Gladys B. DeVault, Recorder.

Know All Men By These Presents: THAT James Gibson and Estella Gibson the Mortgagors,
of Greene County and State of Iowa, in consideration of the sum of One thousand and
no/100 DOLLARS in hand paid by Mrs. Ella Prescott, the mortgagee, do hereby SELL AND
CONVEY unto the said mortgagee the following described premises, situated in the
County of Madison and State of Iowa, to-wit:

South fifty four feet of Lot One, all of Lot two and the North fifty seven feet
of lot three, all in block two, of Hull's Addition to Truro, Iowa.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereto
belonging, unto the said Mortgagee, and to her heirs and assigns forever. We hereby
covenant that the above described premises are free from any incumbrance, and we will
Warrant and Defend the Title unto the said Mortgagee, heirs and assigns, against all
persons whomsoever, lawfully claiming the same and the said mortgagors hereby relin-
quish their right of dower in and to the above described premises.

PROVIDED, Always, and these presents are upon this express condition that if the
said Mortgagors heirs, executors, administrators, or legal representatives, shall pay
or cause to be paid to the said Mortgagee, executors, administrators, assigns or legal
representatives, the sum of: One thousand Dollars on the 9th day of October 1927.

.....Dollars on the.... day of....19.....Dollars on the.....day of.....19...
.....Dollars on the....day of....19.....Dollars on the.....day of.....19...

with interest thereon from the date hereof until paid, at the rate of 4 per cent, per
annum, payable annually, and eight per cent, per annum, on principal and interest
after due, according to the one promissory note, with no coupons attached, executed
by the said Mortgagors payable to said mortgagee and bearing even date herewith, and
shall also pay said Mortgagee any other or further sums that may hereafter become due
said Mortgagee from said mortgagor, or either of them, for any payments hereinafter
authorized to be paid by said Mortgagee, then these presents to be void, otherwise
to remain in full force.

IT IS ALSO AGREED, That for the protection of the lien created by this Mortgage,
the holder of said note may pay off any lien or liens on said land for taxes or other-
wise, and any premiums upon insurance by the Mortgagor agreed to be paid and the moneys
so paid shall become due, on demand, with interest at eight per cent and this Mortgage
shall stand as security therefor.

AND IT IS HEREBY AGREED, That if the said Mortgagors, allow the taxes, or any part
thereof to become delinquent upon said property, or fail to further secure said sums
and keep the same secured by insurance on buildings on said land in the sum of
\$2,000.00 in a Stock Company approved by Mortgagee, or fail to assign such insurance
to said Mortgagee to secure said sum, or if they fail to pay the principal or interest
on said note as the same becomes due, or any part thereof, or commit waste on said prem-
ises the said sums secured hereby shall become due and payable immediately thereafter
and the Mortgagee, heirs or assigns, may, without demand or notice, proceed at once
to foreclose this Mortgage. And in case of proceedings to foreclose this mortgage,
then the said Mortgagors agree to pay reasonable attorney's fees.

IT IS ALSO FURTHER AGREED, That in case of default in any respect so that this
Mortgage can be foreclosed, the rents and profits of said premises, as well before
as after sale on execution, are hereby pledged to the payment of the moneys secured
by this Mortgage, and that the Plaintiff therein shall be entitled to the appointment
of a Receiver in an action therefor, with or without the foreclosure of this Mortgage.

*This Mortgage having been paid
in full, I hereby release and dis-
charge the same of record, this
10 day of October 1927*

MORTGAGE RECORD 113 PAGE 207

*FOR ASSIGNMENT OF SIGNED MORTGAGE
10/11/27
G. B. DeVault*

[Handwritten signature]

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FIDLER & CHAMBERS CO., DAVENPORT, IOWA

Said Receiver to have the usual powers to take and hold such rents and profits for the benefit of the Plaintiff and subject to the order of the Court. Such Receiver to hold possession of said premises during the pendency of foreclosure proceedings and until the expiration of the period of redemption for sale thereunder. Said Receiver may be appointed by the Court without notice to the Mortgagee.

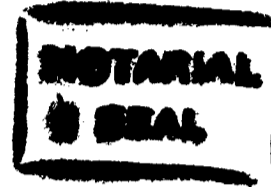
SIGNED AND DELIVERED, this 9th day of October 1925.

James Gibson
Estella Gibson

STATE OF IOWA, Guthrie County, ss: On this 9th day of October 1925, before me, a Notary Public, within and for said county, personally came James Gibson and Estella Gibson personally to me known to be the identical persons whose name__ are affixed to the foregoing instrument as ^{Grantors} grantor, and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and notarial seal on the date aforesaid.

H. W. Cramer
Notary Public.



The _____ Filed for record the 13th day of October