

OCH BROTHERS, INC., DES MOINES 20226

FROM James V. Boatwright and wife TO Security Loan and Title Company

Filed for Record the 17th day of February A. D. 19 25, at 2:50 o'clock P.M. #325 Gladys B. DeVault, Recorder By Paul Lucas Deputy Fee \$1.00

This Mortgage Made the 17th day of February 19 25, by and between James V. Boatwright and Cora Boatwright, husband and wife, of Madison County, and State of Iowa hereinafter called the mortgagor, and Security Loan and Title Company, of Winterset, Iowa, hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of Three Hundred Fifty & No/100 (\$ 350.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, its successors forever, the following tracts of land in the county of Madison, State of Iowa, to-wit: A part of the South East Quarter (SE 1/4) of the South East Quarter (SE 1/4) of Section Thirty-five (35) in Township Seventy-six (76) North, of Range Twenty-six (26) West of the 5th P.M. Iowa, in two parts, bounded and described as follows; Commencing at the North West corner of the South East Quarter (SE 1/4) of the South East Quarter (SE 1/4) of said Section Thirty-five (35), running thence North eighty-three and one-four (83 1/4) degrees East Fourteen (14) rods to the center of Middle River, thence North Forty (40) degrees East Fourteen (14) rods, thence North Sixty-nine (69) degrees East Eleven and one-half (11 1/2) rods, thence South Fifteen and one-half (15 1/2) degrees East Fifty-three (53) rods, thence South Eight-five (85) degrees West Eighteen (18) rods and three (3) links, thence North Twenty-four and one-half (24 1/2) degrees West Sixteen and one-half (16 1/2) rods, thence North Eighty-three (83) degrees West Eleven (11) rods to the East line of the Mill lot, thence to the Place of Beginning; also a Four (4) acre lot having for its center the center of the Mill, said four-acre lot including a three-acre lot in the North East corner of the South West Quarter (SW 1/4) of the South East Quarter (SE 1/4) of said Section Thirty-five (35) described as follows: Beginning at the North East corner of the South West Quarter (SW 1/4) of the South East Quarter (SE 1/4) of said Section Thirty-five (35), running thence South Twenty-four (24) rods, thence West Twenty (20) rods, thence North Twenty-four (24) rods, Thence East Twenty (20) rods to the Place of Beginning; the "east line of the Mill lot" referred to in the foregoing description being the West side of the South East Quarter (SE 1/4) of The South East Quarter (SE 1/4) of Section Thirty-five (35) in the Township and Range aforesaid.

containing in all _____ acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee its successors or assigns, the sum of Three Hundred Fifty & No/100 (\$ 350.00) Dollars, on the 17th day of February, A. D. 19 28, with interest according to the tenor and effect of the one certain promissory note of the said James V. Boatwright and Cora Boatwright, husband and wife, bearing even date herewith; principal and interest payable at the office of SECURITY LOAN AND TITLE CO., 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 two-thirds their 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 fail either to 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 be 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.

Fourth. 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 sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of 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 a receiver may be appointed to carry out the provisions hereof.

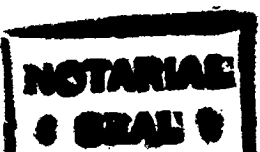
Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first herein written.

James V. Boatwright Cora Boatwright

STATE OF IOWA, MADISON COUNTY, } ss.

On this 17th day of February, A. D. 19 25, before me, the undersigned, a Notary Public, within and for said County, personally appeared James V. Boatwright and Cora Boatwright, husband and wife, to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed

WITNESS my hand and Official Seal, the day and year last above written. L. P. Jackson Notary Public in and for Madison County, Iowa



Vertical handwritten note on the left margin: The mortgagee (a corporation) in the annexed mortgage, hereby releases this mortgage of record this 3d of December 1927, and is creating an... hereby certifies that this release is executed by authority of the Board of Directors of said corporation... Security Loan and Title Company of Winterset, Iowa, as stated in my presence by Henry H. Boatwright, Secretary of said company, and Gladys B. DeVault, Recorder of said county, Madison County, Iowa, on the 17th day of February, 1928.