

Mortgage Record, No. 79, Madison County, Iowa

359

MATT PARROTT & SONS CO., WATERLOO, IOWA A51327 (2)

MORTGAGE

C. W. McCauley, unmarried

Filed for record the 10th day of April

A. D. 1926, at 9:30 o'clock P.M.

TO

\$960

Gladys B. DeVault

Recorder.

Ruth M. Wilber

By

Deputy.

Recording fee, \$ 2.00

THIS MORTGAGE, Made the 10th day of April 1926, by and between

C. W. McCauley, unmarried

of Madison County, and State of Iowa, hereinafter called the mortgagors, and Ruth M. Wilber

hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Twenty-six Thousand Six Hundred & 50/100 (\$26,600.50) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, her heirs and assigns, forever, the following tracts of land in the

County of Madison State of Iowa, to-wit: Beginning at a point 80 rods North of the South west corner of the Northwest Fractional Quarter (1) of Section Six (6), running thence North on section line to Northwest corner of said quarter section, thence East on section line to Northeast corner of said quarter section, thence South on quarter section line to a point 120 rods North of the center of said section, thence West 50 rods, thence South 18 and 1/6 rods, thence West 55 rods, thence South 21 and 5/6 rods, thence West 41 rods to the place of beginning. Also, beginning at a point 40 rods South of the Northeast corner of said quarter section, running thence South 40 rods, thence West 20 rods, thence South 2 rods, thence West 27 rods, thence North 42 rods, thence East 47 rods to the place of beginning. Also, beginning at a point 41 rods East and 58 and 10/55 rods North of the Southwest corner of said quarter section, running thence East about 55 rods to the line of George Smith, thence North 43 and 35/100 rods, thence West about 55 rods, thence South 43 and 35/100 rods, by Bevington's line to the place of beginning. Also, beginning 80 rods South of the Northeast corner of said quarter section, running thence West 20 rods, thence South 8 rods, thence East 20 rods, thence North 8 rods to the place of beginning. Also, beginning 20 rods West of the Southeast corner of said quarter section, running thence North 30 rods, thence West 27 rods, thence South 30 rods, thence East 27 rods to the place of beginning. Also, beginning at a point 82 rods South and 20 rods West of the Northeast corner of said quarter section, thence West 27 rods, thence South 17 rods and 11 feet, thence East 27 rods, thence North 17 rods and 11 feet to the place of beginning. Also, beginning at a point 20 rods West and 30 rods North of the Southeast corner of said quarter section, thence West 27 rods, thence North 30 rods, thence East 27 rods, thence South 30 rods to the place of beginning. Also, beginning at the Southeast corner of said quarter section, thence running West 20 rods, thence North 72 rods, thence East 20 rods, thence South 72 rods to the place of beginning. Also, the West Half (1/2) of the Southeast Quarter (1/4) and the Southwest Fractional Quarter (1/4) of Section Six (6) in Township Seventy-six (76) North of Range Twenty-nine (29) West of the 5th P.M., and containing 330 acres, more or less. Also, the undivided one-half (1/2) of the South Half (1/2) of the Northeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Six (6) in Township Seventy-six (76) North of Range Twenty-nine (29) West of the 5th P.M., except a tract described as follows: Commencing at the Southeast corner of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Six (6), thence North 20 rods, thence West 10 rods, to low water mark on the East bank of North River, thence South on said low water mark 20 rods, thence East some 10 or 11 rods to the place of beginning, and containing 116.78 acres, more or less. Also, the following tract of land in the County of DALLAS State of Iowa to-wit: The West Half (1/2) of the Southeast Quarter (1/4) of Section Thirty-two (32), in Township Seventy-eight (78) North of Range Twenty-nine (29) West of the 5th P.M., except the Right of way of the Chicago, Rock Island and Pacific Railroad Company across the same, containing in all, 77 acres. Also, the following tract of land in the county of GUTHRIE, State of Iowa to-wit: The undivided one-half (1/2) of the North Half (1/2) of the Northwest Quarter (1/4) of Section Thirty-five (35) and the South Sixty-six (66) acres of the South Half (1/2) of the Southwest Quarter (1/4) of Section Thirty-five (35), 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 her heirs, executors, or assigns, the sum of Twenty-six Thousand Six Hundred & 50/100 (\$26600.50) Dollars, with interest according to the tenor and effect of the ten certain promissory notes of the said C.W. McCauley as follows, to-wit: one for \$8967.50, dated March 1st, 1920, and due on March 1st, 1921; one for \$250.00, dated December 18th, 1922, and due on December 18th, 1923; one for \$700.00, dated March 9th, 1923, and due on February 1st, 1924; one for \$1000.00 dated March 23rd, 1924, and due on March 23rd, 1927; one for \$248.00, dated January 6th, 1925, and due on January 6th, 1924; one for \$1255.00, dated March 1st, 1922, and due on March 1st, 1923; one for \$700.00, dated March 9th, 1923, and due on October 1st, 1923; all of the above described notes being made payable to the order of Mrs. J.M. McCauley and endorsed by her to this mortgagee; one for \$6500.00, dated January 1st, 1918, and due on January 1st, 1923; one for \$2000.00, dated August 3rd, 1918, and due on August 3rd, 1919; and one for \$5000.00, dated July 8th, 1919, and due on July 8th, 1922, given to this mortgagee, dated A. D. 1923, and all such other sums of money as may at any time be owing to the said mortgagee according to the terms of such indebtedness, or of the conditions of this mortgage.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

Third. That the mortgagors shall pay, when due, all prior liens on said premises, and shall promptly pay all interest thereon, and strictly comply with all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments, and shall be secured hereby, and should mortgagee become involved in litigation, in maintaining the security created by this mortgage or its priority, or validity, or any rights or interests hereunder, then the mortgagee shall secure the repayment and recovery of all money, costs, expenses, or advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the date of any 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 any and all interest when due shall, at the mortgagee's option, cause the whole and all of the same 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 failure to pay 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 the application 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 regard to 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 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. W. McCauley

STATE OF IOWA, MADISON COUNTY, ss.

On the 10th day of April A. D. 1926, before the undersigned, a Notary Public in and for said County, came C. W. McCauley, unmarried,

to me personally known to be the identical person whose name is subscribed to the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed.

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



Will R. Henry Notary Public in and for Madison County, Iowa.