

Mortgage Record, No. 79, Madison County, Iowa

MATT PARROTT & SONS CO. WATERLOO, IOWA A51327 (1)

MORTGAGE

N. L. Kale, Executor of the last will and testament of Fred Kale, deceased, TO McCALL LAND AND LOAN COMPANY, of Winterset, Iowa.

Filed for record the 8th day of April A. D. 1927, at 4:10 o'clock P. M. #1033 Gladys B. De Vault, Recorder. By [Signature], Deputy. Recording fee, \$ 1.20

THIS MORTGAGE, Made the 5th day of April 1927, by and between N. L. Kale, Executor of the last will and testament of Fred Kale, deceased, of Madison County, and State of Iowa, hereinafter called the mortgagors, and McCALL LAND AND LOAN COMPANY, Of Winterset, Iowa, hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Ten Thousand and 00/100 (\$ 10,000.00) DOLLARS, successors paid by the mortgagee, do hereby convey to the mortgagee, its heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

All that part of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty one (31), in Township Seventy-six (76) North, of Range Twenty-seven (27) West of the 5th P. M. lying North of the public highway running East and West through said forty-acre tract and connecting with Court Avenue in Winterset, Iowa, and South of the right of way of the Chicago Rock Island & Pacific Railway Company (excepting therefrom a tract thirty (30) feet in width off of the West side thereof, and excepting from the above described tract a tract of land 175 feet in length from East to West and 100 feet in width from North to South lying in the Northwest corner thereof. ALSO Lot Six (6), in Block Nineteen (19) of the Original Town plat of the City of Winterset, Iowa, and Lot Three (3), in Block One (1) of William G. Goe's Addition to the City of Winterset, Iowa. This mortgage is made and executed by virtue of an order of the District Court of Madison County, Iowa, of date Mar. 19, 1927, and of record at page 185 of Probate Record 3, of the records of said Court

State of Iowa, Madison County, ss:

I, C. E. Spurgin, Clerk of the District Court of Madison County, Iowa, do hereby certify that the within and foregoing mortgage executed by N. L. Kale, Executor of the last will and testament of Fred Kale, deceased, as stated therein, to McCall Land and Loan Company, of Winterset, Iowa, was, on the 6th day of April, A. D. 1927, presented in open Court for approval and that the same was by said Court approved and by direction of said Court, said approval is hereon endorsed.

In testimony whereof, I have hereunto set my hand and the seal of said Court this 6th day of April, A. D. 1927.

(DISTRICT COURT SEAL)

C. E. Spurgin. Clerk of the District Court of the State of Iowa, within and for Madison County.

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: Successors

First. That the mortgagors shall pay to the mortgagee or its heirs, executors, or assigns, the sum of Two Thousand and 00/100 (\$ 2,000.00) Dollars, on the 5th day of April A. D. 1930, and the sum of Eight Thousand and 00/100 (\$8,000.00) on the 5th day of April A. D. 1932

with interest according to the tenor and effect of the seven certain promissory note with coupons attached, of the said N. L. Kale, Executor of the last will and testament of Fred Kale, deceased bearing even dates with these presents; principal and interest payable at the office of McCall Land and Loan Company, 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 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 of 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 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 the filing of 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 this stipulation 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 proof of 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 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.

N. L. Kale

Executor of the last will and testament of Fred Kale, deceased.

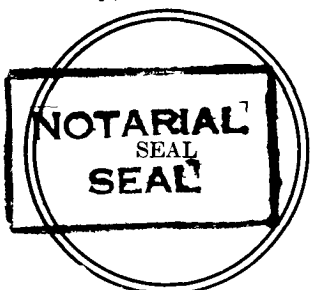
STATE OF IOWA, MADISON COUNTY, ss.

On the 5th day of April A. D. 1927, before the undersigned, a Notary Public in and for said County, came N. L. Kale, Executor of the last will and testament of Fred Kale, deceased,

to me personally known to be the identical person whose name is as such Executor 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.

Ralph Wiley, Notary Public in and for Madison County, Iowa.



The undersigned, Trustees under the will of Fred Kale, deceased, and as such in charge of the property described in the within mortgage, do hereby approve the making of said mortgage by the Executor of said will and accept the charge of the indebtedness thereby created. Done, at Winterset, Iowa, this 5th day of April A. D. 1927.

N. L. Kale and Nels Bertholf Trustees under the will of Fred Kale, deceased.

Partial For Release of annexed Mortgage see Mortgage Record 82 Page 575 discharge the same of record, this day of [blank] 1931. J. R. Ekhard Mortgage Record 73 Page 350

This Mortgage having been released and, this day of [blank] 1931. J. R. Ekhard

Notarized by Melbed E. Hunt, Recorder.