The Mortgage having been paid in full, I hereby release and discharge the same of record, this 18th day of April 1933 W. T. Guiher
Cancelled in presence of witnesses:
Witnessed by: Maggie Rose Hobbs, Recorder
Jessie Allgayer, Deputy

MORTGAGE

H. C. Hanson & wife

TO

W. T. Guiher

Filed for record the 28th day of January A. D. 1927, at 9:00 o'clock A. M.

#177 Gladys B. DeVault, Recorder.

By ______, Deputy.

Recording fee, $ 1.00

THIS MORTGAGE, Made the 27th day of January 1927, by and between H. C. Hanson and Minnie Hanson, husband and wife, of Madison County, and State of Iowa, hereinafter called the mortgagors, and W. T. Guiher hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Forty Seven Hundred ($ 4,700.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The South Half of the Southwest Quarter; the West Half of the Southwest Quarter of the Southeast Quarter; the South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter, ~~of the Southeast Quarter,~~ and the following described tract to-wit:- Commencing 68 rods South of the Southeast Corner of the Northwest Quarter of Section Nine running thence South 12 rods thence East 60 rods thence North 24 rods thence in a Southwesterly direction on a straight line to the place of beginning all in Section 9, and also the Northeast Quarter of the Northwest Quarter; North three fourths of the North west Quarter of the Northeast Quarter; the Northwest Quarter of the Southwest Quarter of the Northeast Quarter; the North one acre of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter; and all that part of the west half of the Southeast Quarter of the Northwest Quarter lying North of the main channal of North River, all in Section 16, all in Township 76, North, of Range 28, West of the 5th P. M. Madison County Iowa.

Subject to a mortgage of $8500.00 To Federal Land Bank of Omaha, Nebr., the dividends on stock of said Bank have been assigned to Mortgagee.

containing in all 194 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:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of Forty Seven Hundred ($ 4,700.00) Dollars, ~~on the day of A. D. 192~~ The first payment due Sept. 1, 1927, the last payment due February 1, 1936 with an option to pay $100.00 or any multiple at any time. Interest at 6% per annum ~~with interest~~ according to the tenor and effect of the nine certain promissory notes of the said H. C. Hanson and Minnie Hanson, husband and wife dated January 27, A. D. 1927, 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, if any, 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 this mortgage 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 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.

H. C. Hanson

Minnie Hanson

STATE OF IOWA, Madison County, ss.

On the 27th day of January A. D. 1927, before the undersigned, a Notary Public in and for said County, came H. C. Hanson and Minnie Hanson husband and wife to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

NOTARIAL SEAL SEAL

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

L. P. Jackson
Notary Public in and for Madison County, Iowa.