

Mortgage Record, No. 79, Madison County, Iowa

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

MORTGAGE

W. H. Glynn, Guardian, et al
TO
Joseph Cunningham

Filed for record the 19th day of August
A. D. 1927, at 2:40 o'clock P. M.
Gladys B. Devault, Recorder.
By #1810, Deputy.
Recording fee, \$1.00

THIS MORTGAGE, Made the 20th day of May 1926, by and between Mable L. Carpenter and Harold Carpenter, her husband, and W. H. Glynn, Guardian of Rose E. Monaghan, Agnes Monaghan, John E. Monaghan, William Monaghan and Catherine Monaghan, of Madison County, and State of Iowa, hereinafter called the mortgagors, and Joseph Cunningham

hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Two Thousand Four Hundred Twenty-two (\$2422.00) 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 East Sixty acres of the South Half (1/2) of the Southeast Quarter (1/4) of Section One (1), and the East Sixty acres of the North Half (1/2) of the North East Quarter (1/4) of Section Twelve (12) all in Township Seventy-six (76) North, of Range Twenty-seven (27) West of the 5th P. M., containing in all 120 acres, with all the appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

This mortgage is made by the said W. H. Glynn as guardian of the above named minors, heirs of John C. Monaghan, deceased, by authority of an order of court in the matter of the guardianship of said minors, said order being dated May 8, 1926, all as is more fully shown of record.

State of Iowa, Madison County, ss: I, Warren Smith, Clerk of the District Court, in and for Madison County, do hereby certify that on the 7th day of July, 1926, the within mortgage and a report of the same for approval were presented to and approved by H. S. Cooper, a judge of said Court by an order which has been entered of record in this Court. In Witness Whereof I have hereunto affixed the seal of said Court and my signature this 7th day of August, A. D. 1926. (District Court Seal) Warren Smith, Clerk By Lester Frey, Deputy.

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 Twenty-four Hundred Twenty-two (\$2422.00) Dollars, on the 10th day of May A. D. 1929,

with interest according to the tenor and effect of the one certain promissory note without coupons attached, of the said mortgagors Winterset Savings Bank bearing even dates with these presents; principal and interest payable at the office of McCahill 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.

W. H. Glynn Guardian.

Mable L. Carpenter
Harold Carpenter

Missouri Jackson
STATE OF IOWA, Madison County, ss.

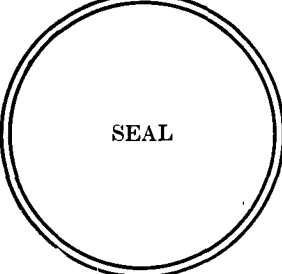
On the 27 day of July A. D. 1926, before the undersigned, a Notary Public in and for said County, came Mable L. Carpenter and Harold Carpenter, her husband

to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be their voluntary act and deed.

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

My commission expires January 12th, 1929.

Sue Reeve
Notary Public in and for Madison County, Iowa
Jackson Missouri



NOTARIAL SEAL

F. A. Felton, Notary Public

Witness my hand and notarial seal on the date last above written.

STATE OF IOWA, Warren County, ss: On this 6 day of Aug. 1926, before the undersigned, a notary public in and for the above named county, appeared the above named W. H. Glynn, Guardian, personally known to me to be the identical persons whose names are affixed to the within mortgage as one of the grantors, and acknowledged the same to be his voluntary act and deed for the purposes expressed therein.

Albert Harris
For Assignment of Annuized Mortgage see
Mortgage Record 86 Page 212

The Mortgage book and index is in full 1 book, return and change the sum of \$10.00 to the office of the Recorder 10 day of Nov. 1926

Witnessed - Warren Smith, Clerk of District Court

Paul & Catherine Deputy