

Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN & CO., WATERLOO, IOWA-NO. 6051

STATE OF IOWA) ss:
County of Union

On this 29th day of June, A. D., 1927, before me Rex M. Wilder, a Notary Public within and for said county, personally appeared Lon E. Smith and Jennie M. Smith to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS My Hand and Official Seal on the Date Last Above Written.

NOTARIAL

SEAL

Rex M. Wilder
Notary Public.

Louisa Clark
to
W. S. Hildebrand

#1860
Fee \$.80

Filed for record the 27 day of August,
A. D., 1927, at 2:10 o'clock P. M.

Gladys B. Devault, Recorder.
Ercell M. Knott, Deputy.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Louisa Clark, unmarried, of the County of Madison and State of Iowa, in consideration of the sum of One Hundred-fifty and no/00 Dollars, in hand paid, do hereby sell and convey unto W. S. Hildebrand of the County of Madison and State of Iowa, to-wit:

The East one half ($\frac{1}{2}$) of then West one-half ($\frac{1}{2}$)
of Lot One in Hutchings Addition to the City of Winterset,
Iowa.

and which the said first party represent to belong to her under legal title.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and hold the premises above described, with all the appurtenances thereto belonging, to the said W. S. Hildebrand and to his heirs and assigns forever:

PROVIDED, always, and these presents are upon the express condition that if the said _____, her heirs, executors, administrators or assigns shall pay or cause to be paid to the said W. S. Hildebrand, _____ heirs, executors, administrators or assigns, the sum of One Hundred fifty and no/00 Dollars with interest thereon at the rate of _____ per cent per annum, until the same is fully paid, according to the tenor and effect of the _____ interest notes of said _____ bearing even date with these presents, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of non-payment by the said party of the first part, or her heirs, executors or administrators, of the said interest or principal, or any part thereof, for the space of thirty days after the same become due, or on her failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$_____ in a stock company approved by the mortgagee, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all liens, encumbrances, taxes or assessments, and agrees to pay all taxes or assessments, that shall be taxes or assessed on said premises from date hereof until the same sum shall be fully paid, as aforesaid.

IT IS ALSO AGREED, that in case of default in any respect so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 27th day of August 1928
Gladys B. Devault, Recorder

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execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver, with the usual power to take and to hold such rents and profits for the benefit of the plaintiff and subject to the order of the court. Cancellation hereof to be at mortgagor's expense.

And the said _____ hereby relinquishes _____ right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 26th day of August, A. D., 1927.

Louise Clark

STATE OF IOWA, Madison County) ss:

On this 26th day of August, A.D., 1927, before me J. W. McKee, a Notary Public in and for said County, personally appeared Louisa Clark to me known to be the identical person named in and who executed the foregoing instrument and whose name is affixed thereto as grantor, and acknowledged that she executed the same as her voluntary act and deed.

Made under my hand and Seal of office the day and year last above written.



J. W. McKee
Notary Public in and for
Madison County, Iowa.

BANKERS LIFE COMPANY

Filed for record the 3d day of Sep-