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

MORTGAGE

J. A. Mills and wife

TO

McCall Land and Loan Company of Winterset, Iowa.

#1892

Filed for record the 1st day of September A. D. 19 27, at 1:20 o'clock P. M.

Gladys B. DeVault, Recorder.

By Ercell M. Knott, Deputy.

Recording fee, $ 1.00

THIS MORTGAGE, Made the 26th day of August 192 7, by and between J. A. Mills and wife, Laura J. Mills 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 Nine Hundred Fifty ($950.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, its ~~heirs~~ successors and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The West Eighty-eight (88) feet in width of Lots Six (6), Seven (7) and Eight (8) of Burger's Four Acre Lot, in the City of Winterset, Iowa, and more particularly described as follows:- Commencing at a point thirty-three (33) feet North and forty (40) feet East of the Southwest corner of the Southeast Quarter (¼) of Section Thirty-six (36), in Township Seventy-six (76) North, of Range Twenty-eight (28) West of the 5th P. M., and running thence North one hundred ninety-five (195) feet, thence East eighty-eight (88) feet, thence South one hundred ninety-five (195) feet, thence West eighty-eight (88) feet to the place of beginning,

The Mortgage herein and the debt it holds is paid in full. I hereby release and discharge the same of record, this 31 day of January, 1936

Lillie B. Nitto, witnessed by Valda C. Bishop Recorder

containing [illegible] 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 its ~~heirs~~ successors or assigns, the sum of Nine hundred fifty ($950.00) Dollars, on the first day of September A. D. 19~~27~~30, with interest according to the tenor and effect of the one certain promissory note with out coupons attached, of the said J. A. Mills and wife, Laura J. Mills 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.

J. A. Mills

Laura J. Mills

STATE OF IOWA, MADISON COUNTY, SS.

On the 1st day of September A. D. 192 7, before the undersigned, a Notary Public in and for said County, came J. A. Mills and wife, Laura J. Mills, 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.

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

NOTARIAL SEAL

M. L. Silliman

Notary Public in and for Madison County, Iowa.

For Assignment of Annexed Mortgage Record 73 Page 371

For Release of Annexed Mortgage Mortgage Record 85 Page 430

The mortgage (a certain) on the annexed mortgage hereby release from the lien of said mortgage the West 88 feet in width of Lots 6 and 8, Burger's Four Acre Lot in the City of Winterset, Iowa, and I hereby release the right of the said McCall Land and Loan Company, a corporation, to the said Board of Directors of said corporation, to the said mortgagee, and to the said mortgagors, Mr. and Mrs. J. A. Mills, and to the said mortgagee, McCall Land and Loan Company, a corporation, dated March 28, 1931.

Witness my hand and seal this 7th day of February, 1936.

McCALL LAND AND LOAN COMPANY

By Lillie B. Nitto

Secretary

Attest: M. L. Silliman

Notary Public in and for Madison County, Iowa.