

Mortgage Record, No. 81, Madison County, Iowa

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

Clarence E. Hamilton and wife

to

Tiffin Savings Bank, Tiffin, Iowa.

#2266
Fee \$.90

Filed for record the 26th
day of October, A. D., 1927, at
2:00 o'clock P. M.

Gladys B. DeVault, Recorder.

MORTGAGE

IN CONSIDERATION OF Twenty-eight hundred Dollars, we Clarence E. Hamilton and Prudence H. Hamilton, his wife, of Madison County, State of Iowa, hereby SELL AND CONVEY unto The Tiffin Savings Bank, Tiffin, of the County of Johnson and State of Iowa, the following described premises, in the County of Madison and State of Iowa, to-wit:

Lot Four (4) in Block Seven (7) of A. B. Shriver's Addition
to Winterset, Madison County, Iowa.

And we do hereby covenant with the said Tiffin Savings Bank, Tiffin, Iowa, their successors or assigns, that we lawfully seized of the said premises, that the same are free from incumbrance, including any claims or demands for work, labor or materials used in the construction of any improvement or in the process of construction on said premises, and all taxes and assessments of any nature whatsoever; and we will WARRANT AND DEFEND the same against the lawful claims and demands of all persons. And we and each of us, do hereby relinquish all our contingent rights in and to said premises, including right of Dower and Homestead to said grantee.

To be void upon condition that the said makers hereof shall pay or cause to be paid, to the order of said Tiffin Savings Bank, Tiffin, Iowa, the sum of Twenty-eight Hundred Dollars according to the tenor of one promissory note therefor, dated _____, payable at Tiffin, Iowa, with $5\frac{1}{2}$ per cent. interest on said note from date of note until paid, payable semi-annually. The one note being for Twenty eight Hundred Dollars, due three years from date.

And it is hereby stipulated, that should any interest not be paid when due, it shall thereafter bear interest at the rate of eight per cent. per annum, and this mortgage shall stand as security therefor.

It is expressly agreed that the mortgagor shall keep all buildings on said premises constantly insured for two-thirds their value in good and satisfactory insurance companies, for the benefit of the mortgagee, and shall pay all taxes and assessments on said premises before they become delinquent; failing to do so, the mortgagee may effect such insurance, and pay such taxes and assessments, and this mortgage shall stand as security for said amounts so paid, with eight per cent. interest thereon. In the event of a foreclosure of this mortgage under any of its provisions, it is hereby agreed that on filing a petition for such foreclosure, or at any time thereafter and before the time of redemption expires, and without any other showing therefor, a receiver may be appointed by the court to take

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possession and charge of said mortgaged premises and collect the rents and profits thereof, to be applied to the payment of the receiver's costs and expenses, repairs on mortgaged premises, insurance, taxes, costs of continuing the abstract of title for the purpose of preparing for such foreclosure, and the payment of the principal debts secured hereby.

And it is further agreed, that if default be made in the payment of any of said principal or interest for the space of ten days after the same becomes due; or if any taxes or assessments on said premises remain unpaid for thirty days after becoming delinquent, or in default of any of the covenants herein, then the whole indebtedness secured hereby shall immediately become due and collectible at the election of the holder hereof, and this mortgage may thereupon be foreclosed for the whole of said money, with all interest, insurance, taxes and assessments herein provided, together with the costs of abstract of title to premises herein described and a legal attorney fee; or if a suit hereon is commenced, but no foreclosure had, then a legal attorney fee and costs of abstract shall be paid to the holder hereof, and this mortgage shall stand as security therefor.

Signed this 25th day of October, A. D., 1927.

Clarence E. Hamilton

Prudence H. Hamilton

STATE OF IOWA

Madison County) ss: 6

On this 26th day of October, A. D., 1927, before me, a Notary Public in and for said County, personally came Clarence E. Hamilton and wife, Prudence H. Hamilton, to me personally known to be the identical persons whose names are affixed to the within mortgage as grantors, 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.

Harry F. Anderson, Notary Public
in and for Madison County, Iowa.

NOTARIAL
SEAL