

Mortgage Record, No. 81, Madison County, Iowa

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

possession and charge of said mortgaged premises and collect the rents and profits thereof

C. E. Hamilton & Prudence H. Hamilton,
Husband and wife,

to

Titus Loan and Investment Company

#2269
Fee \$1.90

Filed for record the 27th
day of October, A. D., 1927,
at 9:10 o'clock A. M.

Gladys B. DeVault,
Recorder.

MORTGAGE

THIS INDENTURE, Made and Executed this 18th day of October, A. D., 1927, by and between C. E. Hamilton and Prudence H. Hamilton, husband and wife, of the County of Madison, State of Iowa, mortgagors, and TITUS LOAN AND INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Iowa, with its office and principal place of business at the City of Muscatine, Muscatine County, Iowa, mortgagee;

WITNESSETH:-That the said mortgagors for and in consideration of the sum of Thirty-eight Thousand (\$38,000.00) Dollars, in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, have granted and sold, and do by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said mortgagee, its successors and assigns forever, the following Real Estate, lying and being situated in the County of Madison, and State of Iowa, to-wit:

The South West quarter of the South East quarter of Section Thirty (30), and the North East quarter of Section Thirty One (31), (except a tract described as follows: Commencing at a point on the North line of the Right of Way of the C. R. I. & P. Railway Company at the intersection therewith of the East line of East Tenth Street, in the City of Winterset, Iowa, said point being at or near the South West corner of the North East Quarter of Section Thirty-one (31), running thence North along the East line of East Tenth Street, two hundred fifty-eight feet to a point opposite the South line of Filmore Street, in said City, thence East sixty-nine rods to a point two hundred fifty-four feet North of the North line of said Right

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of Way, thence South to the North line of said Right of Way, thence West along said Right of Way to the place of beginning; also except the Right of Way of the C. R. I. & P. Railway Company, as the same now runs across and through said North East quarter, and except two and three-tenths acres in the North west corner of said Section Thirty-one (31), and all that part of the North West Quarter of Section Thirty-two (32) lying North and West of the Right of Way of the C. R. I. & P. Railway Company, the above described land all being in Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, and containing 293 acres, more or less.

It is made a condition of this mortgage, that in case of the sale of all or any portion of the premises above described, the holder of the mortgage shall have the option to declare Three Thousand (\$3000.00) Dollars of the amount hereby secured due and payable, and a failure to pay the same within thirty days after due notice of such election to declare due, shall, at the option of the mortgagee, render the whole sum due and payable. Notice of such election is to be given by mailing a letter addressed to the mortgagors herein at Winterset, Iowa.

Together with all and singular the tenements, hereditaments and appurtenances to any and all the above described premises, or in any wise appertaining thereto, and as well the rents, crops, issues, income, profits and possession thereof; the intention being to convey hereby an ABSOLUTE TITLE IN FEE to said Real Estate, including any RIGHT OF HOME-STEAD or any other right or contingent interest had therein.

TO HAVE AND TO HOLD, the premises above described, with all the appurtenances thereunto belonging, unto the said mortgagee, its successors and assigns forever. The said mortgagors, hereby covenanting for themselves, their heirs, executors, administrators, legal representatives and assigns, that they are lawfully seized of said premises and the possession thereof, that said premises are free and clear of all incumbrances, that they have full right, power and authority to sell and convey the same, and that they will WARRANT AND DEFEND THE TITLE thereto unto the said mortgagee, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same. And the said mortgagors do also hereby release and relinquish all contingent interest known as RIGHT OF DOWER or other right of any description, had, owned, or in expectancy, in and to the foregoing described premises.

PROVIDED ALWAYS, and these presents are upon this express condition, that, if the said C. E. Hamilton and Prudence H. Hamilton, J. E. Hamilton and Catherine Hamilton, or their heirs, executors, legal representatives or assigns, shall pay or cause to be paid to the said TITUS LOAN AND INVESTMENT COMPANY, its successors or assigns, the sum of Thirty eight Thousand (\$38,000.00) Dollars, due five (5) years from October 25th, 1927, as evidenced by eighteen (18) promissory notes, in sums as follows, to-wit: one note for \$5000.00, one for \$4000.00, three of \$3000.00 each, two of \$2500.00 each, four of \$2000.00 each, two of \$1500.00 each, three of \$1000.00 each and two notes of \$500.00 each, with interest thereon at the rate of 5½ per cent. per annum, payable annually according to the tenor and effect of the certain promissory notes, executed by the said mortgagors, C. E. Hamilton, Prudence H. Hamilton, J. E. Hamilton and Catherine Hamilton, to said TITUS LOAN AND INVESTMENT COMPANY, of date October 25th, 1927, with the express understanding and agreement, that if the principal sum hereby secured, or any portion thereof, or any installment of interest thereon, or any portion of said installments, shall not be paid when due and payable, the same shall bear interest at the rate of eight per cent. per annum until paid; each and all of said notes and the interest thereon are and shall be equally secured by this instrument, without any preference, priority or distinction whatsoever as to the lien in favor of any one or more of said notes over any one or more of the other notes, by reason of priority in the issue, sale, negotiation or date of maturity thereof, or otherwise howsoever, and no act of any holder thereof shall change such relation; any foreclosure to provide for all notes then outstanding, and for a pro rata distribution of the proceeds of sale upon all unpaid notes, whether the holders thereof be parties to the suit or not; and

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that if mortgagors shall pay all taxes or assessments laid upon said mortgaged premises before the same shall become delinquent, and shall keep and maintain the fences, buildings, and fixtures on said premises in as good repair substantially as they now are; shall keep said premises free from all statutory liens, and upon demand of said mortgagee, its successors and assigns, shall pay all prior liens, if any, which may be found to exist on said property; and commit no waste; and shall keep the buildings thereon insured during the existence of this mortgage to their full insurable value against fire, lightning and tornado in such insurance companies as shall be approved by said mortgagee, and shall deliver the policies or renewal receipts therefor to said mortgagee, its successors or assigns, at its office, as further security for the payment of the sums herein mentioned, the avails thereof, in the event of loss, to be received by said mortgagee, and, at its option, to be applied toward the payment of this mortgage; then these presents to be void, otherwise to ^{be} and remain in full force and virtue.

And it is expressly agreed and understood by the parties hereto, and made a part of this mortgage, that in the event of the non-payment of said promissory notes, or any one of them, at maturity, or any installment thereon, or the interest thereon as the same may become due, or the failure of said mortgagor to keep and perform any of the agreements, stipulations, covenants, or conditions herein mentioned and set forth, or if said premises are not free and clear of all liens and incumbrances, or in case any statement herein shall prove untrue, or in case mortgagee or its successors or assigns are made parties to any action or suit by reason of the existence of this mortgage; then the said note or notes, and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorneys' and abstract of title fees as herein provided, shall, at the option of said mortgagee, its successors and assigns, and without notice to mortgagors, their heirs or assigns, become due and collectible at once by foreclosure or otherwise, anything herein or in said note or notes contained to the contrary notwithstanding; and that said mortgagee, its successors and assigns may, if it so elects, pay any delinquent taxes and assessments, redeem from tax sales, and in case of failure of mortgagors to have premises insured as above provided, effect insurance thereon and pay the premium therefor, pay off any prior liens upon said premises and the expenses connected with any action or suit to which the mortgagee, its successors or assigns, may be made a party by reason of the existence of this mortgage, including attorneys' and abstract of title fees, and any sum or sums so expended shall become a part of the principal secured by this mortgage, in addition to the note or notes above described, and shall draw interest at the rate of eight per cent. per annum from the date of such payment; and in case of the institution of legal proceedings by foreclosure or otherwise, to collect said mortgage debt, or the collection of the same, or any part thereof, by attorney, a reasonable attorneys' fee, as provided by law, shall be allowed therefor and added to said debt, and become a lien on said premises, and such fee shall be taxed as part of the costs in any judgment or decree rendered in such proceedings; and mortgagors shall also pay all expense connected with the procuring of abstracts of title for the purpose of foreclosure suit.

It is expressly agreed and understood, that in the event that mortgagors, their heirs or assigns, shall give notice of the payment of all or any part of the principal of this mortgage before maturity, as per option privileges, if any, provided by the notes hereby secured, and shall thereafter fail to make such payment as stipulated, the mortgagee herein shall have the right to declare the whole amount secured by this mortgage due and payable.

It is expressly agreed and understood by the parties hereto, that upon the commencement of any suit to foreclose this mortgage, or at any time thereafter and prior to the expira-

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tion of the time for redemption from sale of said premises on foreclosure, any court of competent jurisdiction, upon the application of the mortgagee, its successors or assigns, or the purchaser at such sale, may at once and without notice to the mortgagors, their heirs or assigns, or any person claiming under them, appoint a receiver for said premises, to take possession thereof, to enter upon, cultivate, operate and lease the same, to collect the rents, issues, income and profits of such premises during the pendency of such foreclosure and until the time to redeem the same from execution sale shall have expired, and out of the same to make necessary repairs and keep the premises in proper condition and repair during such period, and to pay all taxes and assessments, accrued or accruing between the commencement of such foreclosure suit and the expiration of the time of redemption, unredeemed tax and assessment sales remaining unpaid, at or prior to the foreclosure suit; to pay insurance premiums necessary to keep premises insured in accordance with the terms of this mortgage, and the expense of such receivership; and, at the option of the mortgagee, its successors and assigns, to have any balance remaining applied upon the debt hereby secured.

And it is expressly agreed that no demand for fulfillment of any broken condition, or notice of election to consider the debt due and foreclose the mortgage, shall be necessary previous to commencing legal proceedings to collect the debt, or any part thereof, or to foreclose this mortgage.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first herein written.

C. E. Hamilton (Seal)

Prudence H. Hamilton (Seal)

STATE OF IOWA

) ss:

Madison County

BE IT REMEMBERED, that on this 26th day of October, A. D., 1927, before the undersigned, a Notary Public in and for said County, personally appeared C. E. Hamilton and Prudence H. Hamilton, husband and wife, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument as grantors and acknowledged the execution of said instrument to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned and expressed.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARIAL
SEAL

W. F. Craig
Notary Public in and for said county.