

Mortgage Record, No. 81, Madison County, Iowa

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

O. B. Stribling and Hattie Stribling,

to

H. P. Forbes

#2624
Fee \$.80

Filed for record this 17th day
of December, A. D., 1927, at 8:00
A. M.

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

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS: That O. B. Stribling and Hattie Stribling, his wife, of Greene County, and State of Iowa, in consideration of the sum of Two Thousand and no/100 Dollars, in hand paid by H. P. Forbes, of Greene County, State of Iowa, do hereby sell and convey unto the said H. P. Forbes, the following described premises, situated in the County of Madison, State of Iowa, described as follows, to-wit:

Lots Five and Six (5 & 6) Block One (1) Fanchers Addition
to the town of Earlham, Madison County, Iowa.

First party agrees to keep the buildings insured.

The said O. B. Stribling and Hattie Stribling represents to and covenants with the said H. P. Forbes that said premises are free from incumbrance, and will warrant the title thereto against the lawful claims of all persons whomsoever; and the said Hattie Stribling hereby releases all right of dower in and to the above described premises.

To be void upon condition that if the said mortgagors, heirs, executors or administrators shall pay or cause to be paid to the said mortgagee, or assigns, the sum of Two Thousand Dollars, Dollars, on the fourteenth day of December, 1929, with interest thereon from the date hereof until paid, at the rate of six per cent per annum, payable annually and eight per cent per annum on principal and interest after due, according to the one promissory note of the said O. B. Stribling and Hattie Stribling payable to said H. P. Forbes and bearing date Dec. 14th, 1927, otherwise to remain in full force.

AND IT IS HEREBY AGREED, That if the said mortgagor allow the taxes to become delinquent upon said property, or fail to pay the principal or interest on said note as the same becomes due, or commit waste on said premises, the entire debt secured hereby shall become due and payable at once at the option of the holder thereof, and the mortgagee, heirs or assigns may without demand or notice, proceed at once to foreclose this mortgage. It is also further agreed that the holder of said note may pay off any lien on said land for taxes or otherwise; and this mortgage shall stand as security for the amount so paid, with interest thereon at eight per cent per annum from date of payment hereof, and be included in any judgment or decree rendered hereon. And in case of proceedings to foreclose this mortgage, then the said mortgagors agrees to pay a reasonable attorney's fee.

IT IS ALSO AGREED, That in case of non-payment when due, or of default in any respect so that this mortgage can be foreclosed, the rents, issues and profits of said premises, as well before as after sale on 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 powers to take and hold such rents and profits for the benefit of plaintiff.

Made and executed this 14 day of December, 1927.

O. B. Stribling

Hattie Stribling

STATE OF IOWA, Greene County) ss:

BE IT REMEMBERED, That on this 14th day of December, A. D., 1927, before the undersigned a Notary Public in and for said County, personally came O. B. Stribling and Hattie Stribling his wife, to me personally known to be the identical persons whose names are affixed to the within instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal the day and year above written.

John Miller
Notary Public in and for Greene County.

NOTARIAL
SEAL

For Release of annexed Mortgage see
Mortgage Record 82 Page 174