

Mortgage Record, No. 78, Madison County, Iowa

FIGLAR & CHAMBERS CO., DAVENPORT, IOWA

D. P. Ink and wife :
To Mortgage.
H. H. Bates : #804 Fee .80

Filed for record on the 15th day of March,
A. D. 1927 at 10:10 A. M.
Gladys B. De Vault, Recorder.

KNOW ALL MEN BY THESE PRESENTS:

That, We, D. P. Ink and Edna M. Ink, husband and wife, of the County of Polk, and State of Iowa, first party, in consideration of the sum of seventeen hundred (\$1700.00)-----DOLLARS, in hand paid by H, H. Bates, of Madison County and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, his (or its) heirs, successors and assigns forever, the real estate situated in Madison County, Iowa, described as follows, to-wit:-

Ten (10) acres in a square form in the Northeast corner of the NW Quarter of the Northeast Quarter of Sec. Three, and the West 24.45 acres of the NE Quarter of the NE Quarter of Sec. Three except on e acre in the Southeast corner thereof, described as follows: Commencing 37 rods and 20 links West of the SE corner of said NE 1/4 of the NE 1/4, thence with said line South, 76 1/2° West, 11 rods and 8 links, thence North, 30 1/2° West, 10 rods and 6 1/2 links, thence North, 60° East, 15 rods and 23 links, thence South, 10° 25' East, 14 rods and 8 links to the place of beginning; all of said land being in Township 75 North of Range 26 West of the 5th P. M.

together with all the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, until the said second party, his (or its) heirs, successors and assigns forever.

The said first party WARRANTS the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the ^{said} first party shall pay the second party, his (or its) heirs, successors or assigns, the sum of seventeen hundred (\$1700.00) DOLLARS. on the 28th day of February A. D. 1927, (with the privilege of paying the whole or any part thereof on any interest due date, said interest to be paid on the 1st ~~day~~ of March and the 1st of September each year from date at the rate of 5 per centum per annum, payable semi-annually, according to the tenor and effect of the one Coupon Bond, or promissory note, and interest coupons thereto attached, of the said first party, bearing even date herewith, payable at St. Charles, Madison County, Iowa, in Gold Coin of the United States of America, of the present standard of weight and fineness, or its equivalent, with New York Exchange, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then, THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect.

The Covenants and Agreements to be kept and performed are as follows:

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies, to be designated by the second party, for the benefit of said second party, in the sum of not less than.....DOLLARS; and shall deliver the insurance policies and all renewal receipts to said second party, Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor.

Said first party shall not waste said premises and shall not allow the same to

J. C. Hamilton
For Assignment of Amended Mortgage
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Prinice Mitchell
For Assignment of Amended Mortgage see
Mortgage Record 82 Page 386

*The Mortgage being here
paid to J. C. Hamilton
whereby the sum of record
is 28 day of June 1936
Prinice Mitchell*

*Witnessed by me
C. Bishop*

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depreciate in value by any act or neglect.

Should said first party at any time fail, to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due a and collectible at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said acts shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure of otherwise.

Dated February 28, A. D., 1927.

IN TESTIMONY WHEREOF, We have hereunto set our hands the day and year last above written.

D. P. Ink.
Edna M. Ink.

STATE OF IOWA, POLK COUNTY, SS:

BE IT REMEMBERED, That on the 28th day of Feb. A. D. 1927 before the undersigned, a Notary Public in and for said County, personally appeared D. P. Ink & Edna M. Ink to me personally known to be the identical persons whose names are affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.



Ray A. Emmert.
Notary Public in and for Polk County, Iowa