

Mortgage Record, No. 79, Madison County, Iowa

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

MORTGAGE

~~--- Roy Gilbert and Bernard E. Clark~~

TO

The Continental Trust Bank at Des Moines, Iowa.

Filed for record the 14 day of January

A. D. 1927, at 11:15 o'clock A. M.

90 Gladys B. DeVault....., Recorder.

By _____, Deputy.

Recording fee, \$ 1.00

THIS MORTGAGE, Made the 11th day of January 1927, by and between Roy
Gilbert

of Polk County, and State of Iowa, hereinafter called the mortgagors, and Bernard E. Cook

hereinafter called ~~the~~ mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of _____

Five Hundred Sixty & No/100 (\$ 560.00) DOLLARS,

paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

Commencing In the center of Morgan Street,, and in the center of Market Street at their intersection, in the town of St. Charles, Iowa Thence running North thirteen (13) rods, thence west six and two thirteenths ($6, \frac{2}{13}$) rods, thence South thirteen (13) rods; thence East six and two thirteenths ($6, \frac{2}{13}$) rods to the place of beginning, containing one half ($\frac{1}{2}$) acresexcept however the amount used for street purposes.

This mortgage is Subject to a 1st Mortgage of \$900.00 bearing interest Semi-annually at 6% Due December 15th 1931.

containing in all 1 1/2 ----- 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 _____ heirs, executors, or assigns, the sum of _____

Five Hundred Sixty & No/100 ----- (\$ 560.00 -----) Dollars, on the 11th day

of January A. D. 192 7 Payable as follows, Five (5.00) dollars on the 3rd of

-----Febuary 1927 and Five (\$5.00) on the 3rd day of each Month thereafter until January
3rd 1928 then on Jan, 3rd 1928 Ten (10.00) dollars and Ten (\$10.00) dollars thereafter
-----on the 3rd day of each month until said sum of \$560.00 shall have been paid.-----

with interest according to the tenor and effect of the 6 1/2% certain promissory note with 1000 coupons

attached, of the said Promissory note Continental Trust Bank, Des Moines, Iowa
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.

Payments to apply on interest as 1st	Roy Gilbert.
consideration and balance to apply on	
principal.	Bernard E. Cook.

STATE OF IOWA, MADISON COUNTY, SS.

On the 11th day of January A. D. 1927, before the undersigned, a Notary Public in and for said

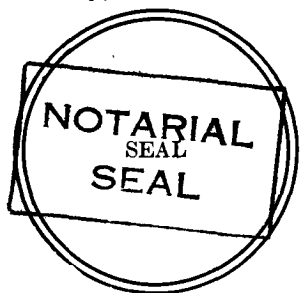
County, came Roy Gilbert and Bernard E. Cook

to me personally known to be the identical person. S whose names are subscribed to the foregoing

mortgage as maker... 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.

~~Heck Johnson~~
Notary Public in and for Madison County, Iowa.



To correct error in description
For Release of annexed Mortgage see
Mortgage Record 57 Page 493

For Release of annuerd Mortgage see
Mortgage Record 57 Page 494