

Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA, NO. 9231

JENKINS & DITMERSCHORN

Filed for record the 4 day of
April, A. D., 1928, at 10:50
o'clock A. M.

RACHEL R. CAMERON, et al.,

to

#1102
Fee \$1.40 ✓AMERICAN COMMERCIAL AND
SAVINGS BANK, of Davenport,
Iowa.

MORTGAGE

Filed for record the 4 day of
April, A. D., 1928, at 10:45
o'clock A. M.Gladys B. DeVault, Recorder,
Ercell M. Knott, Deputy.

THIS MORTGAGE, Made the 27th day of March, 1928, by and between Rachel R. Cameron, widow; Nellie E. Ham and husband, Fred Ham; Arthur M. Cameron and wife, Grace Cameron; Walter J. Cameron and wife, Violet Cameron, and Wm. R. Cameron and wife, Blanche Cameron, of Madison County, and State of Iowa, hereinafter called the mortgagors and American Commercial and Savings Bank, of Davenport, Iowa, hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Twelve Thousand 00/100 (\$12,000.00) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, its successors and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$)
and the East Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section
Three (3), in Township Seventy-five (75) North, of Range
Twenty-eight (28) West of the 5th P. M.

The said Rachel R. Cameron, Nellie E. Ham, Arthur M. Cameron, Walter J. Cameron and Wm. R. Cameron being the widow and sole and only heirs at law of James A. Cameron, late of Madison County, Iowa, now deceased, and said Rachel R. Cameron being the same person as the Mrs. Jas. A. Cameron named in the registry of heirs filed in said decedent's estate.

containing in all 120 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever;

All rights of homestead and contingent interest 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 its successors or assigns, the sum of Twelve Thousand and 00/100 (\$12,000.00) Dollars, on the 1st day of April, A. D., 1933, with interest according to the tenor and effect of the one certain promissory note of the said Rachel R. Cameron, Nellie E. Ham, Fred Ham, Arthur M. Cameron, Grace Cameron, Walter J. Cameron, Violet Cameron, Wm. R. Cameron and Blanche Cameron, bearing even dates with these presents: principal and interest payable at the office of said Bank at Davenport, Iowa.

Decree of foreclosure of this mortgage
entered, 6-1-34 in the District Court
Madison County, Iowa, on page 62 record
of said Court.

4-10-1935
Clerk District Court

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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 secured hereby, 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.

Rachel R. Cameron
Nellie E. Ham
Fred Ham

Wm. R. Cameron
Blanche Cameron
Walter J. Cameron

Violet Cameron
Arthur M. Cameron
Grace Cameron

STATE OF IOWA, Madison County) ss:

On the 27th day of March, A. D., 1928, before the undersigned, a Notary Public in and for said Madison County, Iowa, came Rachel R. Cameron, widow; Nellie E. Ham and husband, Fred Ham, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers 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.

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JENKINS-FERGEMANN CO., WATERLOO, IOWA, NO. 9231

STATE OF IOWA, Madison County) ss:

On this 30 day of March, A. D., 1928, before me, the undersigned, a Notary Public in and for said Madison County, Iowa, came Walter J. Cameron, personally to me known to be the identical person whose name is affixed to the above and foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed.

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

(Notarial Seal)

Will H. Henry
Notary Public in and for
Madison County, Iowa.

STATE OF IOWA, Franklin County) ss:

On this 31 day of March, A. D., 1928, before me, the undersigned, a Notary Public in and for said Franklin County, Iowa, came Violet Cameron, wife of Walter J. Cameron, personally to me known to be the identical person whose name is affixed to the above and foregoing mortgage as maker thereof, and acknowledged the execution of the same to be her voluntary act and deed.

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

(Notarial Seal)

E. G. Martin
Notary Public in and for
Franklin County Ia.

STATE OF IOWA, Madison County) ss:

On this 30 day of March, A. D., 1928, before me, the undersigned, a Notary Public in and for Madison County, Iowa, came Wm. R. Cameron and wife, Blanche Cameron, personally to me known to be the identical persons whose names are affixed to the above and foregoing mortgage as makers 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.

(Notarial Seal)

Will H. Henry
Notary Public in and for Madison
Co., Iowa. My commission expires
July 4th, 1930.

STATE OF IOWA, Madison County) ss:

On this 4th day of April, A. D., 1928, before me, the undersigned, a Notary Public in and for Madison County, Iowa, came Arthur M. Cameron and wife, Grace Cameron, personally to me known to be the identical persons whose names are affixed to the above and foregoing mortgage as makers 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.

Will H. Henry
Notary Public in and for
Madison Co., Iowa.

