

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

SEAL

My commission expires January 19, 1929.

RACHEL R. CAMERON, et al.,

to

#1103  
Fee \$1.50 ✓Filed for record the 5 day of  
April, A. D., 1928, at 10:50 o'clock  
A. M.

MADISON COUNTY STATE BANK

MORTGAGE

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 MADISON COUNTY STATE BANK, of Winterset, Iowa, hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Sixty-three Hundred Eleven & 70/100 (\$6311.70) 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.

This mortgage is junior to a first mortgage of \$12000.00 on the above described land in favor of American Commercial and Savings Bank, of Davenport, Iowa.

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 ~~63~~ Sixty-three Hundred Eleven & 70/100 (\$6311.70) Dollars, on the first day of March, A. D., 1928, 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 dated March 27th, A. D., 1928, and all such other sums of money as may at any time be owing to the said mortgagee, according to the terms of such indebtedness, or of the conditions of this mortgage.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

Third: That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with all conditions

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or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments, and shall be secured hereby; and should mortgagee become involved in litigation, in maintaining the security created by this mortgage or its priority, or validity, or any rights of interest hereunder, then this mortgage shall secure the repayment and recovery of all money, costs, expenses or advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the date of any 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 any and all interest when due, shall at the mortgagee's option, cause the whole and all 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 this 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.

(Notarial Seal)

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

## Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA, NO. 0231

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, Iowa.

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.

STATE OF IOWA, Madison County ) ss:

On this 4 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 & Notarial Seal the day and year last above written.

NOTARIAL  
SEAL

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