

Mortgage Record No. 75, Madison County, Iowa

OCH BROTHERS, INC., DES MOINES 20226

FROM

M. Harthimmer and wife,

Filed for Record the 9th day of April

A. D. 1928, at 1:30 o'clock P. M.

TO
Security Loan and Title Company,

#1149 Gladys B. DeVault Recorder

of Winterset, Iowa.

By Ercell M. Knott Deputy

Fee \$.80 ✓

This Mortgage

Made the 4th day of April 1928, by and

between M. Harthimmer and Minnie Harthimmer, husband and wife,

of Madison County, and State of Iowa hereinafter called the mortgagor, and

SECURITY LOAN AND TITLE COMPANY, of Winterset, Iowa,
hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of

--Eight Thousand and no/100--

(\$ 8,000.00) 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 South West Quarter ($\frac{1}{4}$) of the North East Quarter
($\frac{1}{4}$) and the South East Quarter ($\frac{1}{4}$) of the North West
Quarter ($\frac{1}{4}$) of Section Thirty-one (31), in Township
Seventy-five (75) North of Range Twenty-seven (27)
West of the 5th P. M., Iowa.

(This mortgage given to secure renewal and/or extension of the debt se-
cured by Mortgage recorded in Book 66, page 185 of the Mortgage Records
of Madison County, Iowa, and it is the intention of the parties hereto
to continue and preserve the lien of said described mortgage).

Decree of foreclosure of this mortgage
entered, 6-15-32 in the District Court
of Madison County, Iowa, on page 331 Record
66 of said Court.

7-11-1932 *C. E. Jurgin*
Clerk District Court.

containing in all 80 acres, with all appurtenances thereto belonging, and the mortgagor warrants the
title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the
following conditions:

First. That the mortgagor shall pay to the mortgagee its successors or assigns,
the sum of Eight Thousand and no/100 (\$ 8000.00) Dollars,
on the 1st day of March, A. D. 1933, with interest
according to the tenor and effect of the one certain promissory note - of the said
M. Harthimmer and Minnie Harthimmer bearing even
date herewith; principal and interest payable at the office of Security Loan and Title Co., Winterset, Iowa.

Second. That the mortgagor 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 two-thirds
their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said
premises; if mortgagor fail either to 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 mort-
gage, 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 be 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.

Fourth. 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 sum hereby secured
to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to
take immediate possession of all of said property, and to rent the same and shall be held liable to account to mort-
gagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year
of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or
retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry
out the provisions hereof.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for
mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner.
Signed the day and year first herein written.

M. Harthimmer

Minnie Harthimmer

STATE OF IOWA, }
MADISON COUNTY, } ss.

On this 4th day of April of Madison State of Iowa, A. D. 1928, before me,
the undersigned, a Notary Public, within and for said County, personally appeared
M. Harthimmer and Minnie Harthimmer, husband and wife,
to me known to be the identical person named in and who executed the foregoing mortgage as maker s thereof, and
acknowledged the execution of the same to be their voluntary act and deed

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

L. P. Jackson
Notary Public in and for Madison County, Iowa

NOTARIAL
SEAL