

Mortgage Record, No. 82, Madison County, Iowa

Dora Wiley et al,)
To (Mortgage.
W. D. Cline & Madison (#2118
County State Bank) Fee \$1.40

Filed for record on the 13th day of
August, A. D. 1928 at 9:00 o'clock A. M.
Gladys B. De Vault, Recorder

THIS MORTGAGE, Made the 13th day of July, A. D. 1928, by and between Dora Wiley, widow, Ralph Wiley and wife Birdie Wiley, C. E. Wiley and wife , Agnes Wiley, Ruth Kingery and husband Wright Kingery, Glen Wiley and wife Opal Wiley, Hattie May Wiley, un-
of—
married, /County, and State of Iowa, hereinafter called the mortgagors, and W. D. Cline and Madison County State Bank hereinafter called the mortgagee,

WITNESSETH: That the mortgagors, in consideration of the sum of Eighty-one Hundred (\$8,100.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, their heirs 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 North Half ($\frac{1}{2}$) of the North West Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) and the East Fifteen (15) acres off the North Half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) of the South West Quarter ($\frac{1}{4}$), and the South East Quarter ($\frac{1}{4}$) of the North West Quarter ($\frac{1}{4}$), (except a tract in the South West corner thereof known as Lot YTwo (2) and described as commencing at the South West corner of said Forty (40) acre tract, thence South Forty-five (45) rods, thence West Twenty (20) rods, thence North Forty-five (45) rods, thence East Twenty (20) rods to the place of beginning), all in Section Twelve (12) of Township Seventy-five (75) North, of Range Twenty-eight (28) West of the 5th P.M.

containing in all 109 & $\frac{3}{8}$ acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

of foreclosure of this mortgage
red, Oct 2 1935 in the District Court
Held
dison County, Iowa, on page
f said Court.

All rights of homestead and contingent interests known as Dower, or however else¹
are hereby conveyed. To be void upon the following conditions :

First. That the mortgagors, their heirs or assigns, shall pay to the mortgagee, or his heirs or assigns, the sum of One Thousand (\$1000.00) Dollars, on July 13th, A. D. 1929 to W. D. Cline, and Seventy-one Hundred (\$7,100.00) Dollars on July 13th, 1929 to the Madison County State Bank, of Winterset, Iowa.

with interest thereon according to the tenor and effect to the two certain promissory notes of the said Dora Wiley, Ralph Wiley, Birdie Wiley, Clarence Wiley, Ruth Kingery, Wright Kingery, Glen Wiley, Opal Wiley and Hattie May Wiley dated July 13th, ^{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 the said premises 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 or renewal receipts to the mortgagee.

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

a Decree of foreclosure of this mortgage entered, Oct. 2, 1935 in the District Court of Madison County, Iowa, on page 322.....record of said Court.

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mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens, or may 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 or 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.

And it is further expressly agreed that a failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payments 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 mortgagee or assigns shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien upon all crops thereafter raised, grown, or then matured on said real estate, and all rents and profits thereafter accruing thereon, and the mortgagee shall be, and hereby is authorized to take immediate possession of all of said property, and to rent the same, and shall be held liable to the mortgagors 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 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.

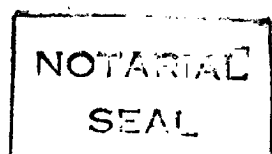
✓ Ralph Wiley ✓
 ✓ Charence Wiley ✓
 ✓ Agnes Wiley ✓
 ✓ Opal Wiley ✓
 ✓ Glen Wiley ✓
 ✓ Birdie Wiley ✓

✓ Mrs. Dora Wiley ✓
 ✓ Hattie May Wiley ✓
 ✓ Ruth Wiley Kingery ✓
 ✓ Wright Kingery ✓

STATE OF IOWA, Madison County, ss:

On this 4th day of August A. D. 1928, before me, W. T. Guiher a Notary Public within and for said Madison County, State of Iowa, personally came Ralph Wiley, husband of Birdie Wiley personally to me known to be the identical persons whose name is affixed to the above instrument as grantor, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal at Winterset, Iowa on the date last above written.



W. T. Guiher

Notary Public in and for Madison County,
 State of Iowa.

STATE OF IOWA, Madison County, ss:

On this 11th day of August, A. D. 1928, before me W.T. Guiher, a Notary Public within and for said Madison County, State of Iowa personally came Glen Wiley and Opal Wiley husband and wife, and Birdie Wiley, wife of Ralph Wiley, personally to

