

Mortgage Record, No. 82, Madison County, Iowa

Mary B. Hanrahan and husband,

2882

Filed for record the 22nd day of December
A.D. 1928 at 1:25 o'clock P.M.

To

Gladys B. DeVault, Recorder.
Jessie Allgeyer, Deputy.

F. J. King.

Fee \$.90

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT Mary B. Hanrahan (Formerly Mary B. King) and J. E. Hanrahan, her husband of Warren County and State of Iowa, in consideration of the sum of Sixteen hundred Dollars in hand paid by F. J. King of Warren County and State of Iowa, do hereby SELL and CONVEY unto the said F. J. King the following described premises situated in the County of Madison and State of Iowa, to-wit:

Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) Section Twelve (12) Township Seventy six (76) North, Range Twenty six (26) West 5th P.M. Iowa.

And we hereby covenant with the said F. J. King that we hold the said premises by title in fee simple, that we have good right and lawful authority to sell and convey the same: that they are free and clear of all liens and encumbrances whatever.

And we covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever.

And the said J. E. Hanrahan hereby relinquish his right of dower in and to the above premises: PROVIDED always, and these presents are upon this express condition, that if the said Mary B. Hanrahan and J. E. Hanrahan heirs, executors, or administrators, shall pay, or cause to be paid to the said F. J. King executors and administrators or assigns, the sum of Sixteen hundred Dollars, on the 1st day of March 1933 with interest at 5 per cent per annum, payable annually, according to the tenor and effect of 1 promissory note of the said Mary B. Hanrahan and J. E. Hanrahan payable to F. J. King bearing date December 10th, 1928 with interest from March 1st, 1928 then these presents to be void, otherwise to remain in full force.

With option to pay \$.....

AND IT IS HEREBY AGREED that if the said F. J. King allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in thirty days thereafter; and the Mortgagee his heirs or assigns may proceed at once to foreclose this Mortgage. In case it becomes necessary to commence proceedings to foreclose the same, then the said Mary B. Hanrahan and J. E. Hanrahan in addition to the amount of said debt, interest and cost, agree to pay the Mortgagee herein named, or to pay assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in such foreclosure case.

IT IS ALSO AGREED that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$.... and shall deliver the policies and renewal receipts therefor to said second party; and should said first party neglect so to do, said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum, and this Mortgage shall stand as security therefor.

IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements so that this Mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payments of the moneys secured by this Mortgage, Taxes and Insurance during Period of Redemption, and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action there-

Handwritten: F. J. King
Witnessed by Gladys B. DeVault & Jessie Allgeyer
Recorder & Deputy
March 1933

