

# Mortgage Record, No. 82, Madison County, Iowa

CONF. BLANK BOOK CO., DODGE, IOWA 21144-28

*F. L. Rogers*  
For Assignment of Annexed Mortgage For Release of annexed Mortgage see  
Mortgage Record 73 Page 33 Mortgage Record 57 Page 562

Harry D. Guiberson and wife

#2455

Filed for record the 4th day of December A. D. 1929 at 3:10 o'clock P.M.

to

Fee \$.80 ✓

Mildred E. Knott, Recorder  
Zelda Wildin, Deputy.

John Fosher

### MORTGAGE

FOR THE CONSIDERATION OF Two Hundred DOLLARS (\$200.00), Harry D. Guiberson and Eva A. (his Wife) Guiberson/of Madison County, Iowa, first party, hereby convey to John Fosher of Madison County Iowa, second party, the following real estate, in Madison County, Iowa, described as follows, to-wit:

Lot No. One (1) in Block No. Two (2) of Danforth's Addition to Winterset Iowa.

The said first party hereby warrant the title against all persons whomsoever, and hereby convey all dower and homestead rights, and contingent interests therein.

To be void upon condition that said Harry D. Guiberson pay said second party, or assigns, the sum of Two Hundred (\$200.00) Dollars on the 4th day of December A. D. 1934 with interest thereon, from March 1st 1930 at the rate of six per cent per annum, payable annually, according to the tenor and effect of the one promissory note of the said

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Harry D. Guiberson and Eva A. Guiberson bearing even date herewith; principal and interest payable at the office of Winterset Savings Bank, in Winterset, Iowa,

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party shall pay, when due, all taxes and assessments upon said property, to whomsoever laid or assessed, and including personal taxes. First party shall keep all buildings thereon insured to the satisfaction of said second party in a sum not less than.....Dollars, delivering all policies and renewal receipts to said second party, and shall pay, in case of suit, a reasonable attorney's fee, and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party, or assigns, by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one or more of the agreements hereof (including warranty of title), causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions, nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage, and second party, or assigns, shall be, and hereby is, authorized to take immediate possession of all said property, and to rent the same, and shall be held liable to account to first party only for the net profits thereof, and such possession for said 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 second party, or assigns, in the collection of said sums by foreclosure or otherwise.

All money paid by second party, or assigns, for insurance or taxes shall bear interest at the rate of eight per cent per annum, payable semi-annually, and be a lien on said land under this mortgage.

Dated this 4th day of December 1929.

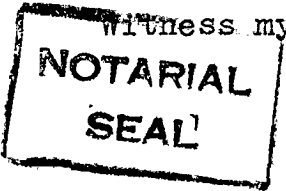
Harry D. Guiberson

Eva A. Guiberson

STATE OF IOWA, County of Madison, ss.

On this 4th day of December A. D. 1929, before the undersigned, a Notary Public in and for Madison county, State of Iowa personally appeared Harry D. Guiberson and Eva A. Guiberson (husband and wife) to me personally known to be the identical persons named in and who executed the foregoing mortgage as grantors, and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.



Leo C. Percival

Notary Public in and for Madison County, Iowa.