

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

J. G. Martin and wife  
to  
L. L. Blomgren, Trustee,

#2477

Fee \$1.00 ✓

Filed for record the 7 day of Dec-  
ember A. D. 1929 at 4:20 o'clock  
P. M.

Mildred E. Knott, Recorder.

## MORTGAGE

THIS INDENTURE, Made and executed this 7th day of December, A. D. 1929 between J. G. Martin and wife Eva J. Martin of Patterson, Iowa and L. L. Blomgren, Trustee, of Winterset, Iowa. Witnesseth: That the said J. G. Martin, for and in consideration of the sum of Five Thousand Dollars, the receipt of which is hereby acknowledged, does hereby convey unto the said L. L. Blomgren, Trustee, the following described real estate situated in Madison County, State of Iowa, to wit:

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BOONE BLANK BOOK CO. BOONE, IOWA. 21144-28

LOT Three (3), and Four (4), in Block Fourteen (14), with all appurtenances thereto belonging or which may be added thereto during the term of this mortgage, all in the original Town of Patterson, Madison County, Iowa. Together with one grain elevator, machinery, and all parts thereof used in the storing and handeling of grain, located on the Chicago Rock Island and Pacific Right of Way in the Original Town of Patterson, Madison County, Iowa. A Chattel Mortgage of which will be found in Chattel Mortgage Record 53 page 504 of the Records Office of Madison County, Iowa.

And the said J. G. Martin covenants that said premises are free from encumberance and that he will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Provided always. And these presents are upon this express condition, that if the said J. G. Martin shall pay or cause to be paid, to the said L. L. Blomgren, as Trustee, his personal representatives, or assigns, the sum of Five Thousand Dollars on or before the 7th day of December, 1932, with interest thereon until due or paid at the rate of 8 per cent per annum, payable semi-annually, and with 8 per cent per annum interest on all payments in arrears, according to the tenor and effect of the Twelve promisory notes of the said J. G. Martin given of this date and payable as follows; 1 for 115.00 payable March 1st, 1930, 3 for \$295.00 each payable March 1st, 1930, 1 for \$59.00 payable September 1st, 1930, 3 for \$147.00 each payable September 1st, 1930, 1 for \$431.00 payable December 7th, 1932, 3 for \$1023.00 each payable December 7th, 1932, and shall preform, fulfill and keep all and singular the covenants, conditions and agreements herein contained on his part to be preformed and kept, then these presents to be void, otherwise to remain in full force and effect.

It is expressly stipulated and agreed that the said J. G. Martin shall pay all taxes and asements, general and special, levied upon said real estate, before the same becomes delinquent and shall keep the buildings on said premises insured against loss or damage by fire or toronado in some reasonable company or companies, for the use and security of the holder thereof for a sum not less than two thirds their actual value, and deliver to the mortgagee the policies and renewal receipts and in event that he fails to pay any such taxes or asements or to maintain such insurance the holder hereof may pay such taxes with any interest or penalty thereon and may effect such insurance and this mortgage shall stand as security for the repayment of any expenditures for such purposes, with interest at the rate of 8 per cent per annum from the time or times when made.

And it is further stipulated and agreed that in the event of the non-payment of said promisory notes as they become due and payable, or of the interest thereon as the same becomes due, or the failure of the said J. G. Martin to keep, and preform any of the agreements, covenants or conditions hereof, the whole amount secured by this mortgage and the the Chattel Mortgage covering the grain elevator, machinery, and all parts thereof used in the storing and handeling of grain recorded in Chattel Mortgage Record 53 page 504 of the Records Office of Madison County, Iowa and then unpaid shall, at the option of the holder, become absolutely due and payable and in case of the institution of legal proceedings, by foreclosure or otherwise, to collect said mortgage debt, or the collection of the same, or any part thereof, by attorney, a reasonable fee shall be allowed therefore, and added to said debt, and shall become a lien on said premises; and such fee and all expenses of collection shall be taxed as costs in any judgment or decree rendered in any such proceedings.

And Eva J. Martin, Wife of the said J. G. Martin, hereby relinquish all contingent rights, including dower and homestead, which she may have in said premises, subject to the above reservations and conditions.

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BOONE BLANK BOOK CO., BOONE, IOWA 2114428

IN TESTIMONY WHEREOF the J. G. Martin and Eva J. Martin have hereto set their hands the day and year first herein written.

J. G. Martin

Eva J. Martin

STATE OF IOWA. )  
MADISON COUNTY. ) S.S.

On this 7 day of December, A. D. 1929, before me Valda M. Brooks, Notary Public Madison County Iowa personally appeared J. G. Martin and Eva J. Martin, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Valda M. Brooks

NOTARY PUBLIC IN AND FOR MADISON COUNTY.

