

Mortgage Record, No. 82, Madison County, Iowa

Jennie McIlree, et al,

#950

Filed for record the 6 day of May
A. D. 1929 at 4:05 o'clock P. M.

to

J. S. Hermon

Fee \$1.00 ✓

Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

MORTGAGE

THIS MORTGAGE, Made the 12th day of April 1929, by and between Pearl McIlree Robison and husband, Claude B. Robison; Jennie McIlree, single; and Earl McIlree and wife, Maude McIlree, hereinafter called the mortgagors and J. S. Hermon hereinafter called mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Three Thousand (\$3000.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns forever, the following tracts of land in the county of Madison State of Iowa, to-wit:

The North Fractional Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section One (1) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P. M., excepting therefrom 35 acres off of the East end and 20 acres off of the West end, and containing $27\frac{1}{2}$ acres, more or less. with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

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

First: That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of Three Thousand (\$3000.00) Dollars, on the 12th day of April A. D. 1934, with interest at the rate of $5\frac{1}{2}$ per cent per annum, payable annually, according to the tenor and effect of the certain promissory note of the said Pearl McIlree Robison, Claude B. Robison, Jennie McIlree, Earl McIlree and Maude McIlree bearing even date herewith; principal and interest payable at the office of

Second. That the mortgagors 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 mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagors 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 mortgage, 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 and insurance paid hereunder; and all such amounts shall constitute a part of the debt 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 sums 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 said property, and to rent the same and shall be held

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liable to account to mortgagors only for the net profits thereof, and such possession for such purpose 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.

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.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Witness:

L. K. Brown as to
Earl McIlree & Maude McIlree

Jennie McIlree
Pearl McIlree Robison
Claude B. Robison
Earl McIlree
Maude McIlree

State of Iowa, Madison County, ss.

On the 12th day of April A. D. 1929, before the undersigned, a Notary Public in and for said County, came Jennie McIlree to me personally known to be the identical person whose name subscribed to the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be her voluntary act and deed.



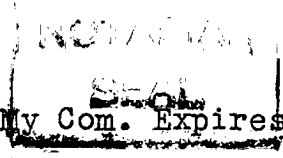
Witness my hand and Official Seal, the day and year last above written.

M. E. Smith

Notary Public in and for Madison County,
Iowa.

State of Indiana, Parke County, SS;

On the 15th day of April A. D. 1929, before the undersigned a Notary Public in and for said County, Came Pearl McIlree Robison and Claude B. Robison her husband, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers 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.



O. W. Burford

Notary Public in and for Parke Co. Ind.

STATE OF NEBRASKA:

ss

COUNTY OF DOUGLAS:

On the 26th day of April A. D. 1929, before me the undersigned Notary Public in and for said County personally came Earl McIlree and Maude McIlree, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument as makers, and they acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and official the day and year last above written.

L. K. Brown

My commission expires March 9th, 1935.

See