

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

SCOTT & BROWN BOOK CO., DUBUQUE, IOWA 2114528

**SEAL**

Charles W. Aikins & wife  
to  
Farmers & Traders Sav. Bank

#1359  
Fee \$.90

Filed for record the 24 day of  
May A. D. 1930 at 3:30 o'clock  
P. M.

Mildred E. Knott, Recorder

### IOWA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That we, Charles W. Aikins and wife Alice T. Aikins of the County of Madison and State of Iowa, for the consideration of Fifteen Hundred and no/100 DOLLARS, hereby SELL AND CONVEY to the Farmers and Traders Savings Bank, Hillsboro, Iowa, of the County of Henry and State of Iowa the following described Real Estate, situated in the County of Madison and State of Iowa, to-wit:

Lots Five (5) and Six (6), Block Eleven (11) in West Addition to the city of Winterset, Iowa.

And we WARRANT THE TITLE to the same against all persons whomsoever, and waive all right of dower and homestead therein.

THIS CONVEYANCE TO BE VOID, if the said Mortgagors shall pay or cause to be paid, to said Mortgagee or his assigns, the sum of Fifteen Hundred and no/100 DOLLARS, on the 24th day of May, 1935, with interest thereon at the rate of six per cent. per annum, payable annually, and eight per cent. interest on all principal and interest overdue, at said bank until the same is fully paid, according to the tenor and effect of the one certain promissory note of the said Charles W. Aikins and Alice T. Aikins bearing date May 24, 1930.

It is Agreed, However, That the said Mortgagor shall, while any part of said principal or interest remains unpaid, neither commit nor permit waste on said premises; shall pay all taxes on said mortgaged property before they become delinquent, and shall keep the buildings thereon insured to the satisfaction of the Mortgagee, and the policy payable in case of loss, to the holder hereof, as his interest may then appear; and in case of failure to comply with either of these provisions, the holder hereof shall have the option to pay said tax and effect said insurance, and may add the amount so paid to the sum next falling due, with interest thereon at eight per cent. per annum from date of payment until paid.

It is Also Agreed, That if said mortgagor shall fail to pay principal or interest as they fall due, or neglect or refuse to pay the taxes or effect the insurance, as above provided for, then the holder hereof may have the option, without giving notice, to consider the whole indebtedness secured by this mortgage due and collectible, and may at once proceed to foreclose. And it is Further Agreed, that in the event of the commencement of an action to foreclose this mortgage, the mortgagee or his assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take possession and control and preserve the same, and rents and profits thereof, for the payment of the mortgaged debt, and receiver's costs and expenses and may discharge such

For Release of annexed Mortgage see  
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duties as are reasonably incumbent upon a receiver. And it is Further Agreed, that in any action that may be brought for any sum due under the provisions of this mortgage, the holder hereof shall be entitled to recover of the maker hereof a reasonable sum as attorney's fee.

And it is Specifically Agreed, That this mortgage shall be a lien upon the premises herein described for the full and complete performance of all the stipulations contained herein.

And it is Further Expressly Agreed and Declared, That this mortgage and the notes secured by the same, are made and executed in accordance with the laws of the State of Iowa, and to be in all respects construed hereby.

IN WITNESS WHEREOF, we have hereunto set our hands this 24 day of May A. D. 1930.

Charles W. Aikins

Alice T. Aikins

STATE OF IOWA,  
ss.  
Madison County,

On this 24th day of May, 1930 A. D. 192... before me, the undersigned, a notary public in and for said County of Madison, personally came Charles W. Aikins and Alice T. Aikins personally to me known to be the identical persons whose names are affixed to the above instrument as Mortgagors 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 set my hand and affixed my notarial Seal at ~~Winterset~~, Iowa on the day and date last above written.

NOTARIAL  
SEAL

O. E. Beach

Notary Public in and for Madison County,  
Iowa.