

Mortgage Record, No. 82, Madison County, Iowa

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 18 day of Nov. 1930.

Witnessed by Mildred E. Knott, Recorder
By Zelda Wildin, Deputy.
Estate of Sarah F. Peters, deceased.

C. R. Peters, et al,

to

Sarah F. Peters

#2662 /

Fee \$1.60

Filed for record the 18 day of November A. D. 1930 at 8:20 o'clock A. M.

Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

MORTGAGE

THIS MORTGAGE, Made the 1st day of March 1926, by and between C. R. Peters & Ory H. Peters, his wife, and R. F. & Addie P. Hickman, husband and wife, of Madison & Fremont County, and State of Iowa, hereinafter called the mortgagors and Sarah F. Peters hereinafter called mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Eight Thousand (\$8000.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, her heirs and assigns forever, the following tracts of land in the county of Madison State of Iowa, to-wit:

The fractional Northeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Four (4), and all that part of the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Four (4) lying North and West of the center of the channel of Middle River, and the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and the Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Four (4), (Excepting therefrom all that part of the

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Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) lying South and East of the center of the channel of Middle River, and except a tract commencing five rods East of the Southwest corner of the Northeast Quarter ($\frac{1}{4}$) of Section Four (4), running thence North 2 degrees East, 28 rods, thence East parallel with the South line of said Quarter Section, 75 rods, thence South 28 rods to the Southeast corner of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), thence West 75 rods to the place of beginning, and, except also a tract commencing at the Southwest corner of the Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of said Section Four (4), running thence East on the South line of said forty acre tract to the Southeast corner thereof, thence East five rods, thence North, 2 degrees East, 8 chains, thence North 75 degrees West, 5 rods, thence North 88 degrees West 19.95 chains, thence South 2 degrees, West, 8.84 chains, to the place of beginning.)

Also a strip of land off of the North Side of the fractional Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Four (4), being 14 rods wide at the East end thereof, and 46 rods wide at the West end thereof, and also all that part of the said Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Four (4) lying North and West of the center of the channel of Middle River, all in Township Seventy Five (75) North of Range Twenty Seven (27) West of the Fifth Prime Meridian.

Also the East half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) and the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), and the East half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirty Three (33), Township Seventy Six (76) North, of Range Twenty Seven (27) West of the Fifth Prime Meridian.

This mortgage is junior to a prior mortgage for Eighteen Thousand Dollars (\$18,000.00) made on Dec. 26, 1922 by the parties hereto and payable to Sarah F. Peters. containing in all 285 acres, 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, or however else, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or her heirs, executors or assigns, the sum of Eight Thousand (\$8000.00) Dollars, on the 1st day of March A. D. 1928, with interest according to the tenor and effect of the one certain promissory note with interest at $5\frac{1}{2}\%$ per annum of the said C. R. Peters & Ory H. Peters and R. F. & Addie P. Hickman bearing even dates with these presents; principal and interest payable at the office of Madison County State Bank at Winterset, Iowa. Option reserved to pay \$100.00 or multiple thereof on any interest day.

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 their insurable 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.

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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 mortgagees option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney fees 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.

R. F. Hickman

Addie P. Hickman

Ory H. Peters

C. R. Peters

STATE OF IOWA, Fremont County, ss.

On the 5 day of March A. D. 1926, before the undersigned, a Notary Public in and for said County, came R. F. Hickman and Addie P. Hickman, husband and wife to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as maker 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.

**NOTARIAL
SEAL**

R. E. Hoyne

Notary Public in and for Fremont County, Iowa.

State of Iowa, Madison County, SS

On the 10 day of March 1926 before the undersigned, a Notary Public in and for said County, came C. R. Peters and Ory H. Peters, husband and wife, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as maker 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.

**NOTARIAL
SEAL**

Wm. Zern

Notary Public in and for Madison County.