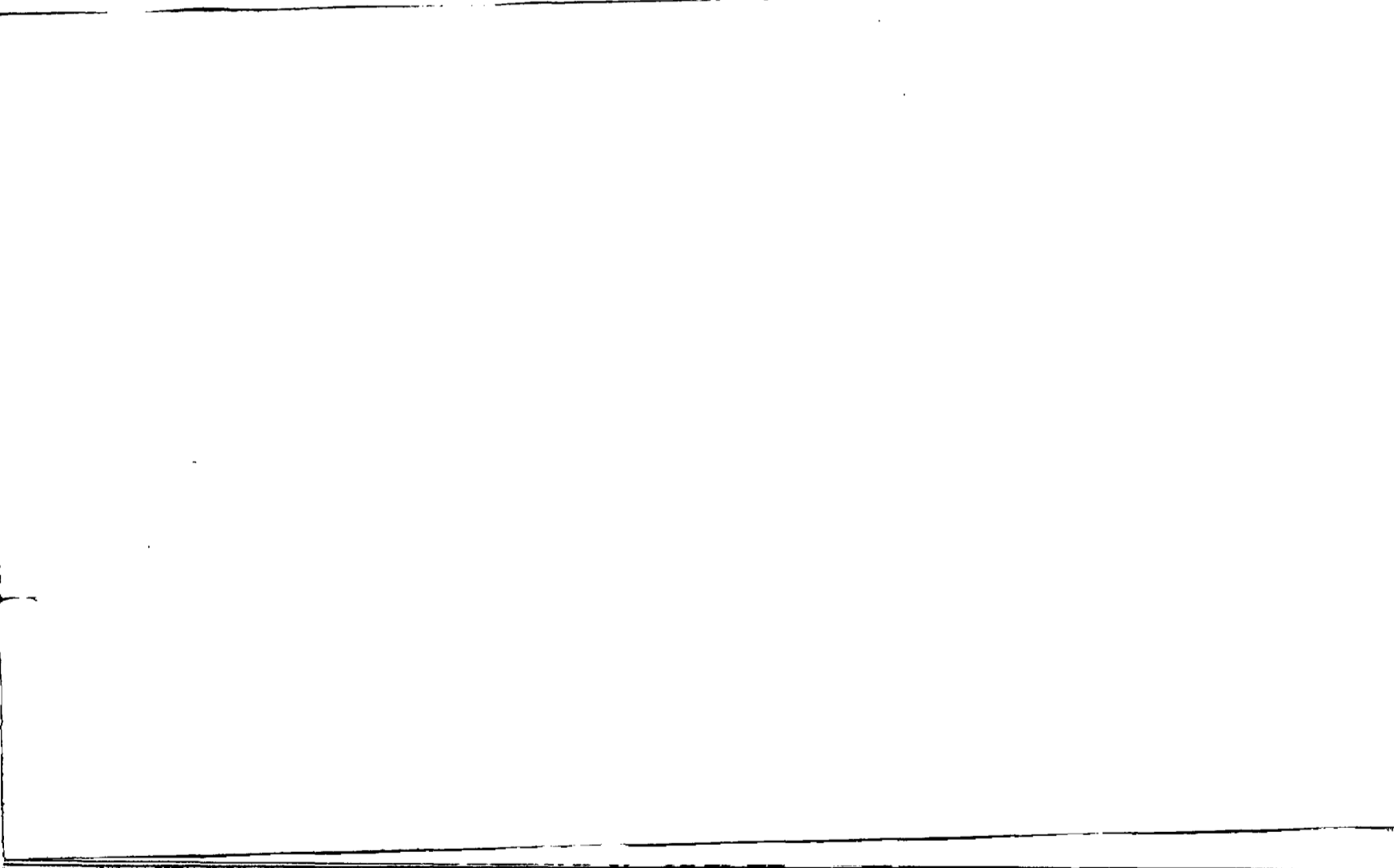


Mortgage Record, No. 82, Madison County, Iowa

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



Recorder

John F. Patterson, et al,

#98

Filed for record the 21 day of January
A. D. 1930 at 10:35 o'clock A. M. ✓

to

Fee \$1.20 /

Mildred E. Knott,
Recorder.

Ann Patterson

REAL ESTATE MORTGAGE

THIS MORTGAGE, Made the 20 day of December 1929, by and between Amy Denly and her husband Dave Denly, Mary Catherine Phillips and her husband E. C. Phillips, James W. Patterson and Anne F. Patterson, his wife, John Patterson and his wife Mabel Patterson, Charlie Patterson and his wife, Clare Patterson. of Madison County, and State of Iowa, hereinafter called the mortgagors and Ann Patterson hereinafter called mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of One Thousand and no/100 (\$1,000.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, our heirs and assigns forever, the following tracts of land in the county of Madison State of Iowa to-wit:

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 2 day of August 1930

John W. Patterson
Expressed by Paul E. Shetterly,
by Vienna M. Wade, deputy.

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Undivided two thirds share of the East One Half ($\frac{1}{2}$) of the South East One fourth ($\frac{1}{4}$) of Section Twenty eight (28), Township Seventy four North, Range Twenty six, Madison County, Iowa

containing in all.....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 One Thousand and no/100 (\$1000.00) Dollars, on the 1st day of January, 1935 A.D. 192..., with interest according to the tenor and effect of the one certain promissory note with no coupons attached of the said above named parties bearing even dates with these presents; principal and interest payable at the office of Truro Savings Bank at Truro, Iowa.

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.

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 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,

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BOONE BLANK BOOK CO., BOONE, IOWA 2114928

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.

E. F. Weber
Notary Public in and for Calhoun
Co., Mich.
My Commission Expires Dec. 7, 1932

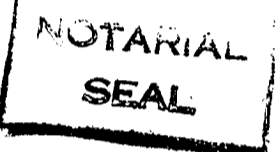
Anna F. Patterson Dave Denly Amy Denly
James W. Patterson Chas E. Patterson
John F. Patterson
Mabel Patterson Clara Patterson
Mary Catherine Phillips Elmer C. Phillips.

William Hall

STATE OF IOWA, Madison County, ss:

On the 6th day of January A. D. 1930, before the undersigned M S Creger a Notary Public in and for Madison County, came James W. Patterson, Chas. E. Patterson, Clara Patterson, Dave Denly, Amy Denly to me personally known to be 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.



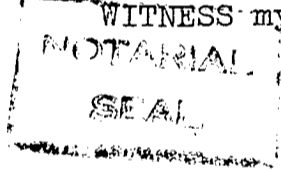
M. S. Creger

Notary Public in and for Madison County, Iowa.

State of Iowa, Madison County, ss.

On the 9 day of January A. D. 1930, before the undersigned, a Notary Public in and for said County, came Mary Catherine Phillips and Elmer C. Phillips to me personally known to be the identical persons whose names 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.



P. F. Beeler

Notary Public in and for Madison County, Iowa.

State of Wyo

Co. of Platte

Before me at U. S. Commissioner in and for the State aforesaid appeared John F. Patterson and Mabel Patterson to me personally known as the identical persons who acknowledged the annexed instrument for the uses and purposes therein set forth.

Subscribed and sworn to before me at Glendo, Platte Co Wyo this 11th day of January 1930

My commission expires June 30 1930

William Hall

(UNITED STATES COMMISSIONER SEAL)

U. S. Commissioner

COMPARED