

Mortgage Record, No. 83, Madison County, Iowa

Myrtle Kirkland as
Guardian

#1334
Fee\$1.20 ✓

Filed for Record the 2 day of June
A. D. 1931 at 2:30 o'clock P. M.,
Mildred E. Knott Recorder.

To
Martha Eliza Stewart

MORTGAGE

This Mortgage, Made the 11th, day of May 1931, by and between Myrtle Kirkland, as Guardian of Worth Kirkland; Floyd Kirkland; Cleve Kirkland; Ralph Kirkland, Minor Heirs-at-law of George Kirkland, Deceased. of MADISON County, and State of Iowa, hereinafter called the mortgagors and MARTHA ELIZA STEWART. hereinafter called mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Two Thousand Six Hundred Seventy & 48/100 (\$2,670.48) 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:

All the right, title and interest of the said Worth Kirkland; Floyd Kirkland; Cleve Kirkland; and Ralph Kirkland, as heirs-at-law of the said George Kirkland, Deceased, consisting of the undivided one-third (1/3) of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and One (1) acre off of the South side of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Sixteen (16); Also, the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) AND the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-one (21), all in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P. M., Iowa.

containing in all 101 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 Two Thousand Six Hundred Seventy/and 48/100(\$2,670.48) Dollars, on the 1st day of March A. D. 1932, with interest according to the tenor and effect of the one certain promissory note of the said Myrtle Kirkland as Guardian of the said Worth Kirkland; Floyd Kirkland; Cleve Kirkland; and, Ralph Kirkland dated March 1st, A. D. 1930, and all such other sums of money as may at any time be owing to the said mortgagee, according to the terms of such indebtedness, or of the conditions of this mortgage.

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 benefit of the mortgagee, in a sum not less than two-thirds their actual value, and deliver to the mortgagee the policies and renewal receipts.

Third. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments, and shall be secured hereby:

and should mortgagee become involved in litigation, in maintaining the security created by this mortgage or its priority, or validity, or any rights or interests hereunder, then this mortgage shall secure the repayment and recovery

For Agreement See My Record 86-278

Decree of foreclosure of this mortgage entered, Sept 11, 1937
549
Filed 30 1937
Recd. J. W. Linscott, County Clerk
Madison County Court.

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BOONE BLANK BOOK CO., BOONE, IOWA. 28015-30

of all money, costs, expenses or advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum 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 any and all interest when due, shall at the mortgagee's option, cause the whole and all 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.

Myrtle Kirkland
as Guardian of Worth Kirkland Floyd Kirkland, Cleve Kirkland
and Ralph Kirkland.

State of Iowa, Madison County, SS.

On the 11th day of May A. D. 1931, before me Aletha Alexander, the undersigned, a Notary Public in and for said Madison County and State of Iowa, came Myrtle Kirkland to me personally known to be the identical person whose name is subscribed to the foregoing mortgage as such Guardian as maker thereof, and acknowledged the execution of the same to be her voluntary act and deed as such Guardian for the purposes therein expressed.

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

(Notarial Seal)

Aletha Alexander
Notary Public in and for Madison County, Iowa.

State of Iowa)
County of Madison) SS:

The foregoing mortgage by said Guardian was returned this day into the Court for approval, and it appearing to the court that they had complied with the requirements of the law and the orders of this Court in making the mortgage, it was ordered by the Court that said mortgage be approved and confirmed, and by direction of said Court, the said approval is hereby certified and endorsed hereon by the undersigned.

Witness my hand and seal this 13th day of May A. D. 1931.

(DISTRICT COURT SEAL)

C. E. Spurgin,
Clerk of the District Court of Madison County, Iowa.