Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 23013-30

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 8th day of March 1934
Mildred Knott Recorder.
G. J. Blair Assignee of Mortgage

day ford
Notary Public in and for Madison County.
State of Iowa.

Lucy J. McDaniel #1513 Filed for record the 25 day of June A. D. 1931 at 10:35 o'clock A. M.,

To Fee$1.10 ✓

Mildred E. Knott Recorder

G. J. Blair

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT Lucy J. Mc Daniel of the County of Madison and State of Iowa, the mortgagor, in consideration of the sum of Eight Hundred Fifty & no/100 Dollars in hand paid, do hereby sell and convey unto G. J. Blair the mortgagee, the following described premises, situated in the County of Madison State of Iowa, to-wit:

The south one half (½) of the Southeast Quarter (¼)
of the Southwest Quarter (¼) of Section Twelve (12)
South Township 75 North Range 26 West of the 5th P. M. Iowa.
Containing in all twenty acres more or less.

and which the mortgagor declares belongs to Her under legal title. The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereto belonging, together with all the rents, issues, profits and increase of said premises, to the said G. J. Blair and to his successors or assigns forever.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said Lucy J. McDaniel Her heirs, successors, grantees, administrators, or assigns, shall pay or cause to be paid, to the said G. J. Blair his successors or assigns, the sum of Eight Hundred Fifty & no/100 Dollars, ($850.00) on the First day of March, A. D., 1934 at St Charles, Iowa, with interest thereon at the rate of 6% per cent, per annum, until maturity and eight per cent, thereafter until the same is fully paid, according to the tenor and effect of the bond and one interest notes of the said Lucy J. McDaniel bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect. And in case of the non-payment of the said interest or any part thereof when same becomes due, or in case of the non-payment of any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent, or on failure to keep the buildings on said premises insured in some fire insurance company which policy or policies shall be issued through the agency of the--, or its representatives in the sum of $1000. , loss payable to the mortgagee, or failure to pay any interest on any prior incumbrances when same becomes due, or the principal of any prior incumbrance when same becomes due, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable, and this mortgage may at the option of the mortgagee or his assigns become due and payable and foreclosed at once without notice of his election so to do.

BOONE BLANK BOOK CO., BOONE, IOWA. 23018-30

It is further agreed by the mortgagors that in case of the renewal or extension of the note or bond secured hereby, this mortgage shall remain in force and stand as security for any such renewal or extension, and for any legal rate of interest stipulated in such renewal or extension, and this mortgage may be foreclosed or enforced for such renewal or extension note, and interest thereon the same as if said note was now described in said mortgage.

It is further agreed by the mortgagors, that any and all amounts paid by the mortgagee, or his assigns, for taxes, redemption from tax sale, insurance, and in the event of foreclosure, for abstract of title for commencement of foreclosure proceeding, with interest at 6% per cent. per annum thereon from the several dates of payment, shall be and are hereby included in the amount secured by this mortgage and may be included in the foreclosure sale as a part of the debt secured hereby.

And it is further agreed that in case of the non-payment of either principal, interest or taxes at the time the same becomes due, or in case the mortgagors shall allow the said premises to diminish in value through any act or omission on --part, then in case of the occurrence of either of said events, the same shall be considered as conclusive evidence that the property has become insufficient to pay said indebtedness, and the court in which proceedings are brought for the foreclosure of this mortgage may without any further showing on the part of the mortgagee, appoint a receiver to take charge of said premises, and collect the rents, issues and profits arising therefrom, apply the same to the payment of the indebtedness secured thereby.

It is further agreed by the mortgagor, that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fees and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear of all liens, incumbrances, taxes or assessments, and agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid as aforesaid.

And the said Lucy J. McDaniel hereby relinquishes her right of dower and all rights of dower and all rights of any kind whatever in and to the above described premises.

Dated this 24th day of June, A. D., 1931

Lucy J. McDaniel

STATE OF IOWA)
) SS.
Madison County,)

On this 24th day of June A. D., 1931 before me, the undersigned, a Notary Public, in and for said County, personally came Lucy J. McDaniel personally known to me to be the identical person named in and who executed the foregoing instrument and severally acknowledged the execution of the same to be her voluntary act and deed for the purpose therein expressed

NOTARIAL SEAL

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at St. Charles, Iowa on the date last above written.

J. W. Picken
Notary Public. in and for Madison County, Iowa.