Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 2301E-30

Aural Hamilton &
husb et al

To

Preachers Aid Society of
Des Moines Annual
Conference of M. E. Church.

#1685

Fee $1.10 ✓

Filed for record the 18 day of July A. D. 1931 at 10:15 o'clock A. M.

Mildred E. Knott Recorder

For Release of unrecorded Mortgage see Mortgage Record 85 Page 219

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT Aural Hamilton and Ray Hamilton her husband of Marshall County and E. J. Anderson and Vesta M. Anderson, his wife of Warren County, and State of Iowa, in consideration of the sum of Three Thousand Five Hundred ($3,500.00) DOLLARS, in hand paid by Preachers Aid Society of Des Moines Annual Conference of the M. E. Church do hereby SELL AND CONVEY UNTO the Preachers Aid Society of Des Moines Annual Conference of the M. E. Church the following described premises, situated in county of Warren and Madison and state of Iowa to-wit:

South West Quarter (¼) of the North West Quarter (¼) and the North West Quarter (¼) of the South West Quarter (¼) of Section Thirty-one (31), Township Seventy-four (74), North Range Twenty-five (25) West fifth (5th) P. M. Iowa.

Also, the following described real-estate in Madison County Iowa, to-wit; North East Quarter (¼) of the South East Quarter (¼) of Section Thirty-six (36), Township Seventy-four (74) North Range Twenty-six (26) West fifth (5th) P. M. Iowa.

And We hereby covenant with the said Preachers Aid Society of the Des Moines Annual Conference of the M. E. Church that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and we covenant to warrant and defend said premises against the lawful claims of all persons whomsoever.

And the said Ray Hamilton and Vesta M. Anderson hereby relinquishes their right of dower in and to the above described premises; PROVIDED, always, and these presents are upon the express condition that if the said Mortgagees their heirs, executors, or administrators, shall pay, or cause to be paid to the said Preachers Aid Society of Des Moines Annual Conference of the M. E. Church their executors and administrators or assigns the sum Three Thousand Five Hundred ($3500) Dollars, on the 17 day of June 1936 with interest at 5½ per cent, per annum, payable semi-annually, according to the tenor and effect of one promissory note of the said Aural Hamilton and Ray Hamilton, her husband, E. J. Anderson and Vesta M. Anderson, his wife payable to Preachers Aid Society of Des Moines Annual Conference of the M. E. Church bearing even date herewith then these presents to be void, otherwise to remain in full force.

And the said mortgagors hereby expressly agree: (1) To pay the interest and principal of said note according to its tenor. (2) Neither to commit or permit waste on said premises. (3) To pay, before delinquent, all taxes and assessments accruing on said land. (4) To pay statutory attorney's fee in case of the commencement of suit for the foreclosure of this mortgage, and expense of abstract of title as costs of suit. (5) That in case of failure to pay any of said taxes or assessments, then the said mortgagee or assigns may pay the same, and the sum so paid, together with interest at the rate of eight per cent per annum, shall be repaid by the mortgagors, and the amount, with said attorney's fees and expense of abstract, shall be secured by this mortgage; and the said mortgagors hereby further agree that if default be made in payment of any interest or principal, or taxes or assessments, or in keeping or performing any of the covenants or agreements herein, then after such default has continued thirty days, the legal holder of said note may, at his election, treat the notes and moneys advanced as due and collectible, but such election, if made, shall be manifested by the commencement of an action to foreclose this mortgage, and not otherwise, and it is further expressly agreed between the parties hereto, that in the event of the commencement of an action to foreclose this mortgage, then the court having jurisdiction

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of the case shall, at the request of the party of the second part, or assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, at all times after the commencement of the action and during the period allowed by law for redemption of the same, and shall be liable to account only for the net profits thereof. The net profits arising from the renting or cultivating of the lands included in this mortgage shall, under order of court, be applied to the payment of any part of the debt secured hereby, which may remain unpaid after the sale under execution of the lands above described, and the same shall be held under order of court until such sale has been had.. (6) That so long as said mortgage shall remain unpaid, said first party shall keep the buildings, fences, improvements and betterments now on said premises, or that may hereafter be erected thereon in good repair and condition, and keep them insured in some responsible company or companies; loss, if any, payable to the mortgagee herein for the use and benefit of the legal holder of the note hereby secured in the sum of Eighteen Hundred DOLLARS, and shall deliver the policies or renewal receipts therefor to said mortgagee, and if said mortgagors fail to effect such insurance in manner herein agreed then said mortgagee may effect such insurance, and the amount paid therefor shall be recovered from the mortgagors with interest at the rate of eight per cent per annum thereon and shall be a lien on the foregoing premises under and by virtue of this mortgage,

It is further understood and agreed that if default is made on the payment of any installment of interest on the note secured hereby, or on any of the other agreements herein contained then the principal of said note and all unpaid interest thereon shall bear interest at eight per cent from date of such default.

Dated this 17th day of June A. D. 1931

Signed in the presence of

F. E. Northup

Aural Hamilton
W. R. Hamilton
E. J. Anderson
Vesta M. Anderson

STATE OF IOWA,)
) SS.
MARSHALL COUNTY,)

On this 24 day of June A. D., 1931, before the undersigned, F. E. Northup, a Notary Public in and for Marshall County, Iowa, personally appeared Aural Hamilton and Ray Hamilton, her husband to me personally known to be the identical persons whose names are affixed to the foregoing instrument at Grantors, and who acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and seal, the day and year last above written.

F. E. Northup
Notary Public, Marshall County, Iowa.

(NOTARIAL SEAL)

STATE OF IOWA,)
) SS.
WARREN COUNTY)

On this 14th day of July, A. D., 1931, before the undersigned, A. V. Proudfoot, a Notary Public in and for Warren County, Iowa, personally appeared E. J. Anderson and Vesta M. Anderson, his wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument at Grantors and who acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and seal, the day and year last above written.

NOTARIAL SEAL

A. V. Proudfoot
NOTARY PUBLIC WARREN COUNTY, IOWA