

OCH BROTHERS, INC., DES MOINES 20226

FROM
Frank S. Hamilton and wife,
TO
Joseph Cunningham.
Filed for Record the 2 day of September
A. D. 1931, at 10:50 o'clock A. M.
#1981 Mildred E. Knott Recorder
By Deputy
Fee \$.80

This Mortgage Made the 28th day of September, 19 28, by and between FRANK S. HAMILTON and GRAYCE Z. HAMILTON, his wife, of Madison County, and State of Iowa, hereinafter called the mortgagor, and JOSEPH CUNNINGHAM, of Madison County, Iowa, hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of THREE THOUSAND and no/100 (\$ 3,000.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, his heirs, executors, and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The East 56 feet of Lot 6 and the West 33 feet of Lot 7 in Block 21 of West Addition to the City of Winterset, Madison County, Iowa,

containing in all --- acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee his heirs, executors or assigns, the sum of THREE THOUSAND and no/100 (\$ 3,000.00) Dollars, on the 29th day of September, A. D. 19 33, with interest according to the tenor and effect of the one certain promissory note- of the said Frank S. Hamilton and Grayce Z. Hamilton, bearing even date herewith; principal and interest payable at the office of SECURITY LOAN AND TITLE CO., Winterset, Iowa.

Second. That the mortgagor 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 two-thirds their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor 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 or insurance paid hereunder; and all such amounts shall be 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.

Fourth. 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 sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry out the provisions hereof.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first herein written.

Frank S. Hamilton
Grayce Z. Hamilton

STATE OF IOWA, }
MADISON COUNTY, } ss.

On this 28th day of September, A. D. 1928, before me, the undersigned, a Notary Public, within and for said County, personally appeared FRANK S. HAMILTON and GRAYCE Z. HAMILTON, husband and wife, to me known to be the identical persons named in and who executed the foregoing mortgage as maker s thereof, and acknowledged the execution of the same to be their voluntary act and deed

NOTARIAL
SEAL

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

Harry F. Anderson
Notary Public in and for Madison County, Iowa

For Release of annexed Mortgage see
Mortgage Record 57 Page 545