

Mortgage Record, No. 83, Madison County, Iowa

Frank D. Carey & wife

#2053

Filed for record the 12 day of September
A. D. 1931 at 4:35 o'clock P. M.

Dean L. Carey

Fee \$1.10 ✓

Mildred E. Knott, Recorder

MORTGAGE

This indenture made this 10th day of September, 1931, by and between Frank D. Carey and Mary V. Carey, husband and wife, of County of Appanoose, State of Iowa, party of the first part, and Dean L. Carey of County of / of the first part for the consideration of Four Thousand (\$4,000.00) Dollars, in hand paid by second party, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto second party, aforesaid, my undivided one-fifth interest in the following described real estate, lying and being situated in the County of Madison State of Iowa, together with the rents, income and profits thereof, to-wit:

188 acres in the East one-half of Section 16, Township 76, North, Range 28, West of the 5th P. M., and 38.32 acres, more or less, in the West one-half of Section 15, Township 76 North, Range 28, West of the 5th P. M. in Madison County, Iowa.

To have and to hold the premises, above described, with all the appurtenances thereto belonging unto said party of the second part, his heirs executors, administrators or assigns forever, The party of the first part hereby covenant that the above described premises are free from any incumbrance whatever, whether the lien of a judgment, mortgage, delinquent taxes, special assessments of any kind, or any other lien representing an indebtedness that is due or unpaid; and first party agree that he will warrant and defend the title to said property unto the said party of the second part against all persons whomsoever claiming the same. Provided also, and these presents are upon the express condition, that if the said Frank D. Carey his heirs, executors administrators or assigns, shall pay or cause to be paid to said second party, at Winterset, Iowa at ----Bank,---heirs, executors, administrators or assigns, the certain promissory note of this date for -----Dollars, made to second part--- and payable the ----day of -----192----;

Said note to draw interest at the rate of 7 per cent, payable annually, according to the tenor and effect of said promissory note-- of the said Frank D. Carey ---payable to said Dean L. Carey and shall perform each and every stipulation, condition and agreement, hereinbefore and hereinafter set forth, then these presents to be void otherwise to be and remain in full force and effect.

And it is agreed and stipulated, that if default be made in the payment of said note, principal or interest, or any part thereof, as therein provided for, or if the first party permits the taxes on said real estate to become delinquent, or if first violates any of the terms of this instrument, then the whole indebtedness shall, at the option of second party, become due, and the said party of the second part, his heirs, executors, administrators or assigns may proceed by foreclosure, or any other lawful method, to realize the amount of said note, together with all interest and costs, and all taxes and assessments, including special assessments of any kind, accrued on said real estate, and including all insurance on the same, paid by second party all with interest at the rate of 7 per cent per annum, together with a reasonable attorney's fee for plaintiff's attorney, to be fixed

Witnessed by: Maggie Reese Hobbs, Recorder.
 Genave Allgeyer, Deputy
 Dean L. Carey
 This Mortgage having been paid in full, I hereby release and discharge the same of record, this 12th day of September 1931.

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BOONE BLANK BOOK CO., BOONE, IOWA 23015-30

by the court.

It is stipulated and agreed that first party shall at all times keep the buildings on said realty insured to their full insurable value, and shall deliver the policies of insurance to second party forthwith, to be retained by said second party until this obligation is paid; shall keep all taxes or assessment, special or otherwise, on said realty, that are due, fully paid off; and if first party fails to so pay said taxes, assessments, special assessments and all liens on said real estate, the second party may pay the same, at his election, and the amounts so paid shall become part of this mortgage debt and subject to its lien and to said foreclosure proceedings. Said policy shall contain a clause, to-wit, "Loss, if any, shall be payable to said---Dean L. Carey Mortgagee, as --interest may appear." If suit is brought to foreclose this mortgage, which it is agreed shall be in the said County of Madison, State of Iowa, and subject to the laws of said state, we hereby authorize the District Court, in and for said county, to appoint a receiver to take charge of said property, and to collect the rents and profits therefrom and pay the same on second part---mortgage debt. In the event of litigation concerning the above described real estate, to which this second party is a party, ---agree to pay all expenses, including attorney's fees incurred by the second party as the result of said litigation, and any amount so paid by said second party, shall be added to this mortgage debt, hereby secured by this mortgage, and shall bear interest at the rate of 7 per cent per annum, and be payable in like manner as the original debt hereby secured. First party expressly agrees and undertakes that he will not permit any liens to accrue on, to attach to, or to remain on said property. Wherever in this instrument an obligation is imposed on first party, or second party, the same shall also apply to their heirs, assigns, executors, administrators or successors, if any, respectively.

In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Frank D. Carey
Mary V. Carey

STATE OF IOWA)
) SS.
Appanoose County)

Be it remembered that on this 10th day of September 1931, before me C. F. Howell, a Notary Public in and for said County and State, personally appeared Frank D. Carey and Mary V. Carey his wife each to me personally known to be the identical persons whose names are affixed thereto and who executed the foregoing instrument as mortgagors, and they each personally acknowledged the same, and the execution thereof, to be their voluntary act and deed.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

**NOTARIAL
SEAL**

C. F. Howell
Notary Public

My commission expires on the 4th day of July 1933