

Mortgage Record, No. 83, Madison County, Iowa

James McNamara and  
Maggie McNamara

#2156  
Fee \$1.20

Filed for Record the 25 day of  
September A. D., 1931 at 5:00 o'clock  
P. M.,

Mildred E. Knott, Recorder.

MORTGAGE

To  
Know, ALL MEN BY THESE PRESENTS: That James McNamara and Maggie McNamara, his wife, of  
Madison County, and State of Iowa in consideration of the sum of Seven Thousand and no/100  
Dollars, in hand paid by Kate Donahue of Madison County, and State of Iowa do hereby SELL  
AND CONVEY unto the said Kate Donahue the following described premises situated in the  
County of Madison and State of Iowa to-wit:

East One-Half ( $E\frac{1}{2}$ ) of Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twenty-one (21),  
and the West Half ( $W\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Northwest  
Quarter ( $NW\frac{1}{4}$ ) of Section Twenty-two (22), and the Northeast Quarter ( $NE\frac{1}{4}$ )  
of the Southwest Quarter ( $SW\frac{1}{4}$ ) and the South Half ( $S\frac{1}{2}$ ) of the Southeast  
Quarter ( $SE\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Thirteen (13),  
all in Township 76, North Range 27, Madison County, Iowa.

And we hereby covenant with the said Kate Donahue 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 the said premises against the lawful claims of all persons whomso-  
ever; and the said Maggie McNamara hereby relinquishes her right of dower in and to the  
above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said  
James McNamara and Maggie McNamara heirs, executors or administrators shall pay or cause  
to be paid to the said Kate Donahue executors and administrators or assigns, the sum of  
\$7000.00 Dollars, on the 24th day of September 1932,  
with interest thereon at six per cent according to the tenor and effect of the promissory  
note of the said James McNamara and Maggie McNamara payable to Kate Donahue bearing date  
September 24, 1931 then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said James McNamara and Maggie McNamara shall pay all taxes  
and assessments levied upon said real estate before the same shall become delinquent, and  
in case not so paid, the holder of this mortgage may pay such taxes or assessments and  
be entitled to interest on the same at the rate of eight per cent per annum, and this  
mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid/  
the said James McNamara and Maggie McNamara shall keep the buildings thereon insured in some responsible company or companies which  
shall be satisfactory to the holder of this mortgage for the use and security of said  
mortgagee in the sum of not less than\$---, and shall deliver the policies and renewal  
receipts therefor to said mortgagee, and if the said James McNamara and Maggie McNamara  
fails to effect such insurance in manner as agreed, then said mortgagee may effect such  
insurance, and the amount paid for such purposes by the mortgagee shall be recovered  
from James McNamara and Maggie McNamara with eight per cent per annum interest thereon,  
and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums  
of money, or any part thereof, or the interest thereon, when due and payable, said second  
party, its successors or assigns, shall have, from the date of such default made, as ad-  
ditional security for the sums of money secured by this mortgage, a lien on all crops  
thereafter raised on said Real Estate and all rents and profits thereafter accruing there-  
on, and shall be, and hereby is authorized to take immediate possession of said property,  
and to rent the same, and shall be held liable to account to said first party only for  
the net profits thereof. It is also agreed that the taking possession thereof as above  
provided shall in no manner prevent or retard the collection of said sums by foreclosure  
or otherwise.

7-28  
1931  
Clerk District Court.

Partial  
For Release of annexed Mortgage see  
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SCONE BLANK BOOK CO., BOONE, IOWA. 23012-30

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said James McNamara and Maggie McNamara allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note--promptly as the same becomes due, the note--secured hereby shall become due and payable in sixty days thereafter; and the mortgagee their heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said James McNamara and Maggie McNamara in addition to the amount of said debt, interest and costs, agrees to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 24th day of September, 1931.

James McNamara  
Maggie McNamara

STATE OF IOWA, Madison County, SS.

On this 25th day of September A. D., 1931, before me Will H. Henry a notary public in and for Madison County, Iowa, personally appeared James McNamara and Maggie McNamara, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL  
SEAL

Will H. Henry  
Notary Public in and for said County.  
of Madison, State of Iowa.