

Mortgage Record, No. 79, Madison County, Iowa

MATT PARROTT & SONS CO. WATERLOO, IOWA A51327 (1)

MORTGAGE

D. S. DeWitt
TO
The Citizens National Bank
of Winterset.

Filed for record the 10th day of October
A. D. 1931, at 8:10 o'clock A. M.
#2259 Mildred E. Knott, Recorder.
By Valda C. Bishop, Deputy.
Recording fee, \$ 1.00

THIS MORTGAGE, Made the 9th day of October 1931, by and between
David S. DeWitt, widower,
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
The Citizens National Bank of Winterset,
hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of
Twenty-five hundred, and other valuable consideration, (\$ 2500.00) DOLLARS,
paid by the mortgagee, do hereby convey to the mortgagee, Its successors and assigns, forever, the following tracts of land in the
County of Madison State of Iowa, to-wit:

The Northwest Quarter (1/4) of the Southwest Quarter (1/4),
and the Southwest Quarter (1/4) of the Northwest Quarter (1/4) except the right of
way of the Chicago, Rock Island & Pacific Railway Company across the same, of
Section Twenty-five (25); the Northeast Quarter (1/4) of the Southeast Quarter (1/4),
and the East Half (1/2) of the Northeast Quarter (1/4) except the right of way of said
Chicago, Rock Island & Pacific Railway Company across the same; and all that part
of the West Half (1/2) of the Northeast Quarter (1/4) lying North of the right of
way of said Chicago, Rock Island & Pacific Railway Company, except the North
sixteen (16) acres thereof; and a tract of land described as follows: Commencing
at a point 10.12 chains South of the center of Section Twenty-six (26), running
thence East 80 rods, thence North 122 rods to the South line of the right of way
of the Chicago, Rock Island & Pacific Railway Company, thence in a Southwesterly
direction along the South line of said right of way to a point 60 rods North
of the place of beginning, thence South to the place of beginning--
all in Section Twenty-six (26); all of said land lying and being in Township
Seventy-six (76) North, of Range Twenty-seven (27) West of the 5th P. M.,

containing in all 280 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all
persons whomsoever.

All rights of homestead and contingent interests known as dower, or however else, are hereby conveyed. To be void upon the following
conditions: successors

First. That the mortgagors shall pay to the mortgagee or Its successors, or assigns, the sum of
Twenty-five hundred (\$2500.00) Dollars, on the 17th day
of March A. D. 1932

and all such other and different amounts said grantor may now or hereafter owe
the said grantee, or any renewals thereof,

with interest according to the tenor and effect of the One certain promissory note with No coupons

attached, of the said David S. DeWitt Dated Sept 17th 1931 The Citizens National Bank of Winterset,
Iowa, principal and interest payable at the office of Matt Parrott & Sons Co., Winterset, Iowa.

Second. That the mortgagors 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 their insurable value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagors shall pay, when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortgagors fail either to so 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 constitute a part of the debt 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.

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 sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues, and profits of said real property for the payment of said principal sum, interest, attorney's fees, and costs, and
authorize, agree, and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which
said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on applica-
tion of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the
same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said
property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, trustees, tenants, and assigns, and in case of the rent-
ing or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on
said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees shall be considered as a part of the costs of the
suit and collected in the same manner.

In Witness Whereof, Signed by the mortgagors, the day and year first herein written.

David S. DeWitt

STATE OF IOWA, MADISON COUNTY, ss.

J. Robert Cornell

On the 9th day of October A. D. 1931, before the undersigned, a Notary Public in and for said
County, came David S. DeWitt



to me personally known to be the identical person whose name is subscribed to the foregoing
mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and
deed.

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

J. Robert Cornell

Notary Public in and for Madison County, Iowa.

For Release of annexed Mortgage see
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