

Mortgage Record, No. 79, Madison County, Iowa

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

MORTGAGE

Will H. Henry and wife,

Filed for record the 13 day of October

A. D. 1931, at 2:45 o'clock P. M.

TO

#2295 Mildred E. Knott, Recorder.

McCall Land and Loan Co., of

By, Deputy.

Winterset, Iowa.

Recording fee, \$1.00

Partially For Release of amended Mortgage see Mortgage Record 83 Page 301

THIS MORTGAGE, Made the 1st day of October 1931, by and between Will H. Henry and wife, Jessie Henry of Madison County, and State of Iowa, hereinafter called the mortgagors, and McCALL LAND AND LOAN COMPANY, of Winterset, Iowa, hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Five Thousand & 00/100 (\$ 5000.00) DOLLARS, successors paid by the mortgagee, do hereby convey to the mortgagee, its heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The Southeast Quarter (1/4) of the Northwest Quarter (1/4) and the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-four (24), in Township Seventy-five (75) North, of Range Twenty-eight (28); also, the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section One (1), in Township Seventy-four (74) North, of Range Twenty-nine (29); [also, the Northeast Fractional Quarter (1/4) of the Northeast Quarter (1/4) of Section Four (4)]; and the Northwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of Section Three (3), in Township Seventy-seven (77) North, of Range Twenty-six (26); all West of the 5th P. M.,

Victoria Caswell & Son's Company for Assignment of Amended Mortgage see Mortgage Record 86 Page 494

Harold V. Hunter for Assignment of Amended Mortgage see Mortgage Record 88 Page 24

containing in all 197.53 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:

First. That the mortgagors shall pay to the mortgagee or its heirs and assigns, the sum of Five Thousand & 00/100 (\$ 5000.00) Dollars, on the first day of October A. D. 1934,

with interest according to the tenor and effect of the one certain promissory note with out coupons attached, of the said Will H. Henry bearing even dates with these presents; principal and interest payable at the office of McCall Land and Loan Company, at 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 application 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, lessees, tenants, and assigns, and in case of the renting 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 are to 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.

Will H. Henry

Jessie Henry

STATE OF IOWA, MADISON COUNTY, SS.

Madison

On the 1st day of October A. D. 1931, before the undersigned, a Notary Public in and for Iowa, County of Madison, Will H. Henry and wife, Jessie Henry,

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 their voluntary act and deed.

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

H. C. Fosher

Notary Public in and for Madison County, Iowa.

Decree of foreclosure of this mortgage entered, 11/14/31 in the District Court of Madison County, Iowa, Case No. 567, record 444 of said Court.

H. B. Utter, Adm. of J. B. Utter Estate for Assignment of Amended Mortgage see Mortgage Record 78 Page 396

