

## Mortgage Record, No. 82, Madison County, Iowa

James F Kelly  
Ellen Kelly

#83

Filed for record this 14 day of January

Fee \$1.00 ✓

A. D. 1931 at 10:45 o'clock A. M.,

To

Mildred E. Knott, Recorder

Barbara Harrod

## MORTGAGE

Know All Men by These Presents: That James, F. Kelly and Ellen, Kelly. of the County of Madison, and State of Iowa, first party, in consideration of the sum of Four thousand, DOLLARS, in hand paid by Barbara, Harrod, of Warren County, and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, his (or its ) heirs, successors and assigns forever, certain real estate situated in Madison County, Iowa, described as follows, to-wit:

The West Half, ( $W\frac{1}{2}$ ) of the North west quarter, ( $NW\frac{1}{4}$ ) except 20 feet in width off of the West side thereof for road purposes, and the South East quarter ( $SE\frac{1}{4}$ ) of the North west Quarter, ( $NW\frac{1}{4}$ ) of Section Twelve (12) Township, Seventy seven, (77) North of Range Twenty six, (26) West 5th P. M. Iowa,

together with all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, unto the said second party, his ( or its) heirs, successors and assigns forever. The said first party WARRANTS the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises. PROVIDED, However, that if the first party shall pay the second party, his (or its) heirs, successors or assigns, the sum of Four thousand, DOLLARS on the 1 day of January A. D. 1935. (with the privilege of paying One hundred dollars or any multiple any interest date provided sixty days' notice in writing be given to said second party of intention to make such payment) with interest at the rate of  $5\frac{1}{2}$  per centum per annum, payable semi-annually, according to the tenor and effect of the Coupon Bond, or promissory note, and interest coupons thereto attached, of the said first party, bearing even date herewith, payable at Cumming Savings Bank, in the City of Cumming, Warren County, Iowa, in Gold Coin of the United States of America, of the present standard of weight and fineness, or its equivalent, with New York Exchange, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then, THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect.

The Covenants and Agreements to be kept and performed are as follows:

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies, to be designated by the second party, for the benefit of said second party, in the sum of not less than Ten hundred DOLLARS; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor.

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect.

Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible

For Release of annexed Mortgage see  
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at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said costs shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

IN TESTIMONY WHEREOF, we have hereunto set our hands this day of Jan 10 1931

|                   |   |                |
|-------------------|---|----------------|
| Witnesses to Mark | ) | James F. Kelly |
| E. E. Jenks       | ) | her            |
| F. A. Felton      | ) | Ellen x Kelly  |
|                   |   | mark           |

STATE OF IOWA )  
Warren County ) ss.

On this 10 day of January, A. D. 1931 before me, a Notary Public in and for said State and County, personally appeared James F. Kelly and Ellen Kelly 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.



R E Beery  
Notary Public in and for said County.