

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 22018-30

George R. Stewart and wife

#2319

Filed for Record the 14 day of Oct.
A. D. 1932 at 10:30 o'clock A. M.,

To

Fee\$.90

Mildred E. Knott, Recorder
Valda C. Bishop, Deputy

C. Stewart

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT George R. Stewart and Rena Stewart, husband and wife of Warren County and State of Iowa, in consideration of the sum of Six hundred eighty DOLLARS in hand paid by C. Stewart of Warren County and State of Iowa, do hereby SELL and CONVEY unto the said C. Stewart the following described premises situated in the County of Madison and State of Iowa, to-wit:

Lot six (6) in Block One (1) in Hartmand and Young's Addition to the Town of St. Charles, Iowa

And we hereby covenant with the said C. Stewart that we hold the 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 whatever.

And we covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever.

And the said George R. and Rena Stewart hereby relinquish their right of dower in and to the above premises: PROVIDED always, and these presents are upon this express condition, that if the said George R. and Rena Stewart heirs executors or administrators, shall pay, or cause to be paid to the said C. Stewart executors and administrators or assigns, the sum of Six Hundred eighty DOLLARS, on the 26th day of January 1933 with interest at 6 per cent per annum, payable semi annually, according to the tenor and effect of 1 promissory note of the said George R. and Rena Stewart payable to C. Stewart bearing date Jan. 26th, 1932 then these presents to be void, otherwise to remain in full force.

With option to pay\$_____

AND IT IS HEREBY AGREED that if the said George R. and Rena Stewart 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 thirty days thereafter; and the Mortgagee his heirs or assigns may proceed at once to foreclose this Mortgage. In case it becomes necessary to commence proceedings to foreclose the same, then the said George R. and Rena Stewart in addition to the amount of said debt, interest and cost, agrees to pay the Mortgagee herein named, or to pay assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in such foreclosure case.

IT IS ALSO AGREED that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$800.00 and shall deliver the policies and renewal receipts therefor to said second party; and should said first party neglect so to do, said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum, and this Mortgage shall stand as security therefor.

IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements so that this Mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payments of the moneys secured by this Mortgage, Taxes and Insurance during Period of Redemption, and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action therefor, with or without the foreclosure of this Mortgage, said receiver to have the usual

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
9th day of April 1934

Witnessed by Pearl E. Shetterly Recorder
Valda C. Bishop Deputy

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SCONE BLANK BOOK CO., BOONE, IOWA. 23016-30

powers to take and hold such rents and profits for the benefit of the plaintiff and payment of Interest, Taxes and Insurance subject to the order of the Court.

Signed and delivered this 26th day of January 1932

George R. Stewart
Rena Stewart

STATE OF IOWA

)SS:

WARREN COUNTY,

On this 26th day of January 1932 before me George T. Desenberg a Notary Public in and for said County, personally came George R. Stewart and Rena Stewart to me personally known to be the identical persons whose name_ are affixed to the foregoing instrument as grantors and acknowledged execution of the same to be their voluntary act and deed.

NOTARIAL

SEAL

Witness my hand and Official seal on the date last above written.

George Desenberg
Notary Public in and for Warren County, Iowa.