

Mortgage Record, No. 83, Madison County, Iowa

60CNE BLANK BOOK CO., BOONE, IOWA. 23013-30

Albertina Burger,

To ~~This~~ ^{ful}
Albert W. Burger,

Albert W. Burger,

MORTGAGE

Filed for record the 20 day of Oct.
A. D. 1932 at 2:45 o'clock P. M.,

Mildred E. Knott, Recorder

THIS MORTGAGE Made the 6th day of October 1932, by and between Albertina Burger, widow; Roy H. Burger, single; Albert W. Burger and wife, Opal T. Burger, of Madison County, Iowa; Arthur A. Burger and wife, Carrie C. Burger, of Blackhawk County, Iowa; Clarence H. Burger and wife, Fay Burger; and Beatrice Trindle and husband, E. H. Trindle, of Dallas County, and State of Iowa hereinafter called the mortgagors, and Albert W. Burger, Guardian of the property of Charles M. Burger, incompetent hereinafter called the mortgagee.

WITNESSETH: That the mortgagor in consideration of the sum of

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Twelve Thousand Three Hundred Seventy-five and no/100 (\$12,375.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

Our undivided eleven-twelveths interest in and to:

The South Half ($S\frac{1}{2}$) of Section Twenty-two (22); the North Half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) and the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-seven (27); all in Township Seventy-seven (77) North, Range Twenty-seven (27), West of the 5th P. M.,

containing in all 480 acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay the mortgagee his administrators, executors, or assigns the sum of Twelve Thousand Three Hundred Seventy-five (\$12,375.00) Dollars, on the 6th day of October A. D. 1937 with interest according to the tenor and effect of the one certain promissory note of the said Mortgagors bearing even date herewith; principal and interest payable at the office of C. E. Hamilton, Winterset, Iowa.

Second. That the mortgagor 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 two-thirds their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor fail either to 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 be 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.

Fourth. A failure to comply with any one or more of the above conditions of the mortgage, either wholly or in part, including the payment of interest when due, shall at the mortgagee's option, cause the whole sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry out the provisions hereof.

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

Signed the day and year first herein written.

Albertina Burger
Roy H. Burger
Albert W. Burger
Arthur A. Burger
Carrie C. Burger

Clarence H. Burger
Fay Burger
Opal T. Burger
Beatrice Trindle
E. H. Trindle

STATE OF KENTUCKY)SS;
JEFFERSON COUNTY

On this 10th day of October A. D. 1932, before me, the undersigned, a Notary Public,

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BOONE BLANK BOOK CO., BOONE, IOWA 22012-30

within and for Jefferson County, Kentucky, personally appeared Arthur A. Burger, husband of Carrie C. Burger, to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.

(NOTARIAL SEAL)

Ora Williams
Notary Public within and for
Jefferson County, Kentucky.

My Commission expires: Feby 9th-1936

STATE OF IOWA

) SS:

BLACKHAWK COUNTY

On this 11th day of October A. D. 1932, before me, the undersigned, a Notary Public, within and for Blackhawk County, Iowa, personally appeared Carrie C. Burger wife of Arthur A. Burger, to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be her voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.

(NOTARIAL SEAL)

My Commission expires:
July 1933

S. O. Bailey
Notary Public within and for
Blackhawk County, Iowa.

STATE OF IOWA

) SS.

DALLAS COUNTY

On this 14 day of October A. D. 1932, before me the undersigned, a Notary Public, within and for said County, personally appeared Albertina Burger, widow: Roy H. Burger, single; Albert W. Burger and wife, Opal T. Burger; Clarence H. Burger and wife Fay Burger Beatrice Trindle and husband, E. H. Trindle to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged

of the same to be their voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.

Notary Public in and for Dallas County, Iowa Clarence Dunn