

## Mortgage Record, No. 83, Madison County, Iowa

Jessie C. McKee, W. Dean McKee  
O. E. Beach, Lillian S. Beach

#264

Filed for record the 9 day of  
February A. D., 1932 at 10:30  
o'clock A. M.

Fee \$.90 ADJUSTED  
F. L.

To

Mildred E. Knott, Recorder

C. F. Hoffman

## MORTGAGE

THIS MORTGAGE, Made the 1st day of February 1932, by and between Jessie C. McKee and husband, W. Dean McKee, and O. E. Beach and Lillian S. Beach, husband and wife, of \_\_\_\_\_ County, and State of Iowa, hereinafter called the mortgagors and C. F. Hoffman, La Cross, Kansas hereinafter called mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns forever, the following tracts of land in the county of Madison State of Iowa, to-wit:

Lots Seven (7) and Eight (8) of the re-subdivision of  
Block Twenty(20) of Pitzer & Knight's Addition to  
Winterset, Iowa.

with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

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

First: That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of Fifteen Hundred (\$1500.00) Dollars, on the 1st day of February A. D. 1934. with interest at the rate of Six per cent per annum, payable annually, according to the tenor and effect of the certain promissory note of the said Jessie C. McKee and W. Dean McKee bearing even date herewith; principal and interest payable at the office of Bank in LaCross, Kansas.

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 two-thirds their 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 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 and 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.

Fourth. 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 mortgagee shall be, and is hereby authorized to take immediate possession of all said property, and to rent the same and shall be held

Please  
For Assignment of Annexed Mortgage See  
Mortgage Record 73 Page 140

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

liable to account to mortgagors only for the net profits thereof, and such possession for such purpose 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.

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.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

O. E. Beach.  
Lillian S. Beach.

Jessie C. McKee  
W. Dean McKee

State of Iowa, Madison County, SS.

On the 1st day of February A. D. 1932, before the undersigned, a Notary Public in and for Madison County Iowa, came O. E. Beach and Lillian S. Beach, husband and wife, to me personally known to be the identical persons whose names are 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 Official Seal, the day and year last above written.

M. E. Smith

(NOTARIAL SEAL)

Notary Public in and for Madison County, Iowa.

State of Iowa )  
County of Page ) SS

1932

On this 6th day of February, before the undersigned, a Notary Public in and for Page County, Iowa, came Jessie C. McKee and W. Dean McKee, wife and husband, to me personally known to be the identical persons, whose names are subscribed to the foregoing mortgage as makers thereof and acknowledged the execution of the same to be the voluntary act and deed.

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

NOTARIAL  
SEAL

G. W. Brown  
Notary Public in and for Page County, Iowa