

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 23012-30

the foregoing instrument, and acknowledged that she executed the same as her voluntary act

NOTARIAL  
SEAL

Hubert Utterback  
Notary Public in and for said County

Mary M. McCurdy, and Geo. B.  
McCurdy, Wife and Husband, and  
Martha E. McCurdy, Single,

#853  
Fee \$1.10 AMOUNTED  
P.L.

Filed for Record the 12 day of April  
A. D. 1932 at 11:05 o'clock A. M.,

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

To

Lenna L. Hadley

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Mary M. McCurdy and Geo. B. McCurdy, wife and husband and Martha E. McCurdy,  
single, of Madison County, and State of Iowa in consideration of the sum of TWENTY-THREE  
HUNDRED AND NO/100 DOLLARS, in hand paid by Lenna L. Hadley of Polk County, and State of  
Iowa do hereby SELL AND CONVEY unto the said Lenna L. Hadley the following described prem  
ises situated in the County of Madison and State of Iowa to-wit:

Lots Ten (10) and Eleven (11), Block Three  
Johnson's Addition to the Original Town  
Plat of Earlham.

And we hereby covenant with the said Lenna L. Hadley that we hold 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 whatsoever; and we cov-  
enant to warrant and defend the said premises against the lawful claims of all persons  
whomsoever; and the said Geo. B. McCurdy hereby relinquishes his right of dower in and  
to the above described premises.

PROVIDED, always and these presents are upon this express condition that if the said  
Mary M. McCurdy, Geo. B. McCurdy and Martha E. McCurdy their heirs, executors or administrators  
shall pay or cause to be paid to the said Lenna L. Hadley, her executors and administrators  
or assigns, the sum of TWENTY-THREE HUNDRED DOLLARS (\$2300.00), to be paid

|                          |  |
|--------------------------|--|
| One Hundred              | Dollars, on the 10th day of October 1932 |
| One Hundred (\$100.00)   | Dollars, on the 10th day of April 1933   |
| One Hundred (\$100.00)   | Dollars, on the 10th day of October 1933 |
| One Hundred (\$100.00)   | Dollars, on the 10th day of April 1934   |
| One Hundred (\$100.00)   | Dollars, on the 10th day of October 1934 |
| One Hundred (\$100.00)   | Dollars, on the 10th day of April 1935   |
| One Hundred (\$100.00)   | Dollars, on the 10th day of October 1935 |
| One Hundred (\$100.00)   | Dollars, on the 10th day of April 1936   |
| One Hundred (\$100.00)   | Dollars, on the 10th day of October 1936 |
| Fourteen Hundred (1400.) | Dollars, on the 10th day of April 1937   |
|                          | Dollars, on the day of 19                |

With interest thereon from the 10th day of Apr. 1932, according to the tenor and effect of  
the one promissory note of the said Mary M. McCurdy, Geo. B. McCurdy and Martha E. McCurdy,  
payable to  
Lenna L. Hadley bearing even date herewith then these presents to be void, otherwise to  
remain in full force.

It is hereby agreed that said Mary M. McCurdy, Geo. B. McCurdy, and Martha E. McCurdy  
shall pay all taxes and assessments levied upon said real estate before the same shall be-  
come delinquent, and in case not so paid, the holder of this mortgage may pay such taxes  
or assessments and be entitled to interest on the same at the rate of eight per cent per  
annum, and this mortgage shall stand as security for such taxes, assessments and interest  
so paid.

That so long as this mortgage shall remain unpaid the said Mary M. McCurdy Geo.  
B. McCurdy and Martha E. McCurdy shall keep the buildings thereon insured in some responsible  
company or companies which shall be satisfactory to the holder of this mortgage for the use  
and security of said mortgagee in the sum of not less than \$2500.00, and shall deliver the  
policies and renewal receipts therefor and the abstract of Title to said mortgagee, and if  
the said Mary M. McCurdy. Geo. B. McCurdy and Martha E. McCurdy fails to effect such in-

For Release of annotated Mortgage 200  
Mortgage Record 57 Page 624

Mortgage Record, No. 83, Madison County, Iowa

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

surance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from Mary M. McCurdy, Geo. B. McCurdy and Martha E. McCurdy with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Mary M. McCurdy, Geo. B. McCurdy and Martha E. McCurdy 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 and principal on said note promptly as the same becomes due, the note secured hereby shall become due and payable in ten days thereafter; and the mortgagee her heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Mary M. McCurdy, Geo. B. McCurdy and Martha E. McCurdy in addition to the amount of said debt, interest costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case., and the cost of abstract continuation to commence the said foreclosure.

Signed this 8 day of April, 1932.

Mary M. McCurdy  
Geo. B. McCurdy  
Martha E. McCurdy

STATE OF IOWA,       )  
                              ) SS.  
MADISON COUNTY,    )

On this 8 day of April A. D., 1932, before me Wallace G. Jackson, a Notary Public in and for Madison County, Iowa, personally appeared Mary M. McCurdy and Geo. B. McCurdy, her husband, and Martha E. McCurdy, a single person, 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.

NOTARIAL  
SEAL

Wallace G. Jackson  
Notary Public in and for Madison County, Iowa