

Mortgage Record, No. 83, Madison County, Iowa

Fay Marie Smythe #941 Filed for record the 20 day of April
To Fee\$1.10 A. D. 1932 at 2:30 o'clock P. M.
Una Pearl Overhulser Mildred E. Knott, Recorder
MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Fay Marie Smythe of Dallas County, and State of Iowa mortgagor, in consideration of the sum of Seventeen hundred & seventy-seven & 14/100 (\$1777.14) DOLLARS, in hand paid by Una Pearl Overhulser of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Una Pearl Overhulser, Mortgagee, the following described premises situated in the County of Dallas, and State of Iowa, to-wit:

- The Undivided one-seventh (1-7) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Seven (7) Township Seventy-seven (77) North, Range Twenty-nine (29) West of the Fifth P. M. in Madison County.
- The Undivided one seventh (1/7) of Lot Seven (7) Block Two (2) of Allen's Addition to the Town of Dexter, Iowa; and the East Thirty (30) feet of Lot Sixteen (16) and the West Twenty (20) feet of Lot Seventeen (17) Block Six (6) of the Original Town of Dexter, Dallas County, Iowa.

and containing in all ---acres, more or less, according to the government survey thereof, and the rents, issues and profits thereof.

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 25 day of August 1941
Una Pearl Overhulser to Attorney (Beatty) in. made Deputy

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

And I hereby covenant with the said mortgagee Una Pearl Overhulser that I hold said premises by title in fee simple; that I 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 I covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever; and the said hereby relinquish right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said mortgagor, heirs executors or administrators shall pay or cause to be paid to the said mortgagee, executors and administrators or assigns, the sum of Seventeen Hundred Seventy-seven and 14/100-(\$1777.14) Dollars, on the 9th day of November 1932
 Dollars, on the day of 19
 Dollars, on the day of 19

with interest thereon from date according to the tenor and effect of the one promissory note of the said mortgagor payable to mortgagee bearing date November 9th, 1931 then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said mortgagor shall pay all taxes and assessments levied upon said real Estate before the same shall become 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 mortgagor shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the due and security of said mortgagee in the sum of not less than \$___ and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said mortgagor fails to effect such insurance 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 said mortgagor 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, his heirs, 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 hold 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 that a receiver shall be appointed by the Court to take possession of said premises and to apply the rents, issues and profits derived therefrom, less the costs and expenses of receivership, to the payment of taxes on said real estate and upon the indebtedness secured by this mortgage.

That if the said mortgagor allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if she fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in 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

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ROONEY BLANK BOOK CO., DODGE, IOWA 28018-20

proceedings to foreclose the same, then the said mortgagor in addition to the amount of said debt, interest costs, agrees 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. In case of foreclosure mortgagor also agrees to pay costs of extending Abstract of Title on said premises.

Signed this 9th day of November, 1931.

Fay Marie Smythe

STATE OF IOWA, DALLAS COUNTY, SS.

On this 9th day of November A. D. 1931, before me Allen T. Percy a Notary Public in and for Dallas County, Iowa, personally appeared Fay Marie Smythe to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Allen T. Percy
Notary Public in and for Dallas County, Iowa.

NOTARIAL
My commission expires July 4th 1933.
SEAL