

Mortgage Record, No. 83, Madison County, Iowa

SCONE BLANK BOOK CO., BOONE, IOWA. 22012-20

J. G. Martin and Wife, et al,
To
Citizens National Bank and
Madison County Savings Bank.

#128
Fee \$1.10✓

Filed for record the 17 day of January
A. D. 1933 at 3:14 o'clock P. M.
Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

MORTGAGE

THIS MORTGAGE, Made the 13th day of January 1933, by and between J. G. Martin and wife Eva J. Martin and C. A. Martin and wife Margaret Martin of Madison County, and state of Iowa, hereinafter called the mortgagors, and Citizens National Bank, of Winterset, Iowa, and the Madison County Savings Bank, of Winterset, Iowa, hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Four Thousand Nine Hundred Forty-seven & 21/100 (\$4,947.21) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, their successors and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

Lots Three (3) and Four (4) in Block Fourteen (14) of the Original Town of Patterson, Iowa, together with all appurtenances thereto belonging or which may be added thereto during the term of this mortgage, and together with one grain elevator, machinery and all parts thereof used in the storing and handling of grain, located on the Chicago, Rock-Island & Pacific Rail-Road Right of Way in the Town of Patterson, Iowa,

containing in all ---acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

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

First. That the mortgagors shall pay to the mortgagee or their successors or assigns, the sum of Eleven Hundred Ten & 57/100 (\$1,110.57) Dollars, on the 13th day of January A. D. 1934, to the Citizens National Bank, of Winterset, Iowa, as evidenced by the one promissory note of even date herewith, executed by J. G. Martin, Eva J. Martin, C. A. Martin and Margaret Martin, and Thirty-eight Hundred Thirty-six & 64/100 (\$3,836.64) Dollars on January 13, 1934 to the Madison County Savings Bank, of Winterset, Iowa, as evidenced by the one promissory note bearing even date herewith and executed by the same parties with interest according to the tenor and effect of the two certain promissory notes of the said J. G. Martin, Eva J. Martin, C. A. Martin, Margaret Martin bearing even dates with these presents; principal and interest payable at the place specified in said notes, and provided therein.

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 their insurable 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 so 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 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.

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 forth-

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with without notice or demand.

And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a home-stead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees 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.

Chas. A. Martin
Margaret Martin
Eva J. Martin
J. G. Martin

STATE OF IOWA, Madison County, SS.

On the 14th day of January A. D. 1933, before the undersigned, Dorothy Gillespie a Notary Public in and for said Madison County, came Eva J. Martin and C. A. Martin and wife Margaret Martin 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 their voluntary act and deed.

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

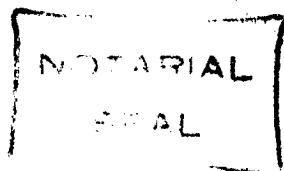
(Notarial Seal)

Dorothy Gillespie
Notary Public in and for
Madison County, Iowa.

STATE OF IOWA, Madison County, ss.

On the 16th day of January A. D. 1933, before the undersigned, Dorothy Gillespie, a Notary Public in and for Madison County, Iowa, came J. G. Martin to me personally known to be the identical person whose name is subscribed to the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed.

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



Dorothy Gillespie
Notary Public in and for
Madison County, Iowa.