

Mortgage Record, No. 84, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA B86562 (1)

MORTGAGE

Earl E. Nelson and Wife,

TO

Madison County Savings Bank.

Filed for record the 18 day of January

A. D. 19 33, at 11:57'clock A. M.

#133 Maggie Reese Hobbs, Recorder.

By Jessie Allgeyer, Deputy.

Recording fee, \$1.00

THIS MORTGAGE, Made the 18th day of January 19 33, by and between

Earl E. Nelson and Mary E. Nelson, his wife

of Madison

County, and State of Iowa, hereinafter called the mortgagors, and

Madison County Savings Bank, of Winterset, Iowa,

hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of One (\$1.00)

Dollar and other good and valuable consideration

~~XXXXXX~~

paid by the mortgagee, do hereby convey to the mortgagee, -----heirs and assigns, forever, the following tracts of land in the

County of Madison, State of Iowa, to-wit:

North Half of the Southwest Quarter, and the Southeast  
Quarter of the Southwest Quarter of Section Twenty (20),  
Township Seventy-six North (76N.), Range Twenty-Nine West  
(29W.) of the 5th P. M., being in Madison County, Iowa,

(The intention being to mortgage all the right, title and  
interest of said Earl E. Nelson in and to said premises as  
an heir or devisee or legatee of Amanda C. Nelson and A. H.  
Nelson, subject to all rights of set-off or settlement with  
the estates of either of said persons; and that Mary E. Nel-  
son is not in any way liable for the indebtedness secured  
hereby, but is merely releasing any dower claims)

containing in all 120 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 ----- heirs, executors, or assigns, the sum of Nine Hundred  
Eighty (\$980.00) Dollars, due Jan. 28, 1932; Five Hundred (\$500.00) Dollars, due March  
12, 1933; and One Hundred (\$100.00) Dollars, due May 5, 1933, ----- Dollars, on the ----- day

~~XXXX~~

~~XXXXIX~~

with interest according to the tenor and effect of the ----- certain promissory note S -----

~~XXXXXX~~ of the said Earl E. Nelson and any other indebtedness that may be owed to said mortgagee;

~~XXXXXX~~ principal and interest payable at Winterset, Iowa.

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 forthwith 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 applica-  
tion 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 homestead, 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 rent-  
ing 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.

Earl E. Nelson

Mary E. Nelson

STATE OF IOWA, MADISON COUNTY, SS.

On the 18th day of January A. D. 19 33, before the undersigned, a Notary Public in and for said

County, came Earl E. Nelson and Mary E. Nelson, husband and wife,

to me personally known to be the identical person S whose name S ----- subscribed to the foregoing  
mortgage as maker S 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.

Daniel J. Gallery

Notary Public in and for Madison County, Iowa.

NOTARIAL  
SEAL

For Release of annexed Mortgage see  
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