

Mortgage Record, No. 85, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 24897-32

Nellie Dabney Muir & Husband,

#1551

Filed for record this 29th day of
July A. D. 1933 at 10:50 o'clock
A. M. ✓

To

Blanche Dabney Childers.

Fee \$1.00 ✓

Maggie Reese Hobbs, Recorder.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That we, Nellie Dabney Muir and Osoar R. Muir, husband and wife, of the County of Marion and State of Indiana, first party in consideration of the sum of sixteen hundred thirty-four DOLLARS, in hand paid by Blanche Dabney Childers, of Imperial County, and State of California, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, her heirs, successors and assigns forever,

an undivided one-fifth (1/5) interest in that certain real estate situated in Madison county, Iowa, and particularly described as follows, to-wit:
The Southeast Quarter (SE $\frac{1}{4}$), Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P. M.

together with all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, until the said second party, her heirs, successors and assigns forever.

The said first party WARRANTS the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the first party shall pay the second party, her heirs, successors or assigns, the sum of Sixteen hundred thirty-four DOLLARS on the 9th day of July A. D. 1935, (with the privilege of paying the whole or any part thereof at any time provided sixty days' notice in writing be given to said second party of intention to make such payment) with interest at the rate of 6 per centum per annum, payable semi-annually, according to the tenor and effect of the one promissory note, of the said first party, bearing even date herewith, payable at El Centro, California, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then, THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect.

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The Covenants and Agreements to be kept and performed are as follows:

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies, to be designated by the second party, for the benefit of said second party, in the sum of not less than...
....DOLLARS; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor.

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect.

Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said acts shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Dated July 9, 1933

IN TESTIMONY WHEREOF, we have hereunto set our hands the day and year last above written.

Nellie Dabney Muir
Oscar R. Muir

State of Indiana, County of Marion, SS.

BE IT REMEMBERED, That on the 15 day of July, A. D. 1933 before the undersigned, a Notary Public in and for said County, personally appeared Nellie Dabney Muir and Oscar R. Muir to me personally known to be the identical persons whose names are affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instrument and the execution thereof to be their voluntary act and deed.

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

NOTARIAL
My Commission expires Jan. 26 1935
SEAL

Frank J. Weber
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