

Mortgage Record, No. 85, Madison County, Iowa

MOORE BLANK BOOK CO., MOORE, IOWA. 24897-32
Madison County, State of Iowa, to-wit:

W. C. Farlow & Wife, #1752 Filed for record the 22nd day of
To August A. D. 1933 at 8:40 o'clock
The Winterset Savings Bank. Fee \$1.10 ✓ Maggie Reese Hobbs, Recorder.

MORTGAGE

THIS MORTGAGE, Made the 20th day of April 1931, by and between W. C. Farlow and wife
Vanna_Farlow of Madison County, and State of Iowa, hereinafter called the mortgagors and
The Winterset Savings Bank hereinafter called mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of \$1.00 and other
valuable considerations as evidenced by four promissory notes dated April 20, 1931 or
renewals thereof given by the said W. C. and Vanna_Farlow to The Winterset Savings Bank,
Winterset, Iowa, and bearing interest at the rate of eight per cent. paid by the mort-
gagee, do hereby convey to the mortgagee,.....heirs and assigns forever, the following
tracts of land in the county of.....State of Iowa, to-wit:

Lot Six (6) in Block Three (3), North Addition to the
City of Winterset, 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 interest 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(\$.....) Dollars.

This mortgage is given to secure the payment of any and all indebtedness now owing
from the mortgagors, or either of them, to the mortgagee, in whatever manner evidenced,
with interest thereon, and to secure also the payment of any and all sums in which the
mortgagors, or either of them, may hereafter come to be indebted to the mortgagee, in
whatever manner evidenced, and the interest thereon as the same shall accrue, it being
the intent that so long as the mortgagors, or either of them, shall be in any manner or
in any sum indebted to the mortgagee, this instrument shall stand and shall be security
for the payment of such indebtedness.

with interest according to the tenor and effect of the four certain promissory notes

For Release of annexed mortgage see
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without coupons attached of the said W. C. Farlow and wife, Vanna Farlow bearing even dates with these presents; principal and interest payable at the office of The Winterset Savings Bank 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 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 and 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 mortgagees 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 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 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.

W. C. Farlow
Vanna C. Farlow

STATE OF IOWA, MADISON COUNTY, ss.

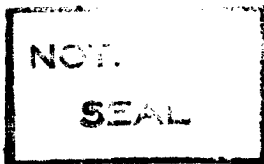
On the 20th day of April A. D. 1931, before the undersigned, a Notary Public in and for Madison County, Iowa came W. C. Farlow and wife, Vanna Farlow to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as maker

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thereof, and acknowledged the execution of the same to be their voluntary act and deed.

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



Dale Barrus
Notary Public in and for
Madison County, Iowa.