

## Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 28012-20

Clarence Howell and Wife, #445

Filed for record the 25th day of February  
A. D. 1933 at 3:50 o'clock P. M.

To

G. H. Dabney.

Fee \$1.50✓

Maggie Reese Hobbs, Recorder.  
Jessie Allgeyer, Deputy.

## MORTGAGE.

THIS MORTGAGE, made the 25th day of February 1933, by and between Clarence Howell and Nettie Howell (Husband and wife) of Madison County, State of Iowa, hereinafter called the mortgagors and G. H. Dabney hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Two Thousand Two Hundred and no/100 (\$2200.00) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison State of Iowa, to-wit:

East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Nineteen (19) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and all that part of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) that lays North and West of Howarden Creek, all in Section Twenty (20); in Township Seventy-six (76) North, Range Twenty-eight (28), West of the 5th P. M., Iowa.

containing in all 129 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All right of homestead and contingent interests known as Dower, are hereby conveyed To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of Two Thousand Two Hundred and no/100 (\$2200.00) Dollars, on the 25th day of February A. D. 1943, with interest at the rate of six per cent per annum, payable semiannually according to the tenor and effect of the one certain promissory note

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For Assignment of Annexed Mortgage See

This Mortgage having been paid in full, hereby release and

Witness my hand and seal this 25th day of February 1933.  
Maggie Reese Hobbs, Recorder.  
Jessie Allgeyer, Deputy.

Partial  
For Release of annexed Mortgage see  
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BOONE BLANK BOOK CO., BOONE, IOWA. 23015-30

said Clarence Howell and Nettie Howell (Husband and wife) bearing even date herewith; principal and interest payable at the office of...., in 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 two-thirds their 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.

Fourth. A failure to comply with any one or more of the above conditions of this mortgage, either in whole or in part, including failure to pay interest or taxes when due, or to maintain insurance as above provided, or the commission of waste on the premises, shall at the option of the holder thereof cause the whole sums hereby secured to become due and payable at once, and this mortgage may be then foreclosed, without notice or demand, and the holder hereof shall be and is hereby authorized to take immediate possession of said property, and to rent the same, and shall be liable to account to mortgagors only for the net profits thereof, and such possession for such purpose shall continue to the end of the year of redemption; in the event the holder hereof desires to take possession of said real estate under the provisions of this mortgage by himself or tenant, the mortgagors or those in the possession of the premises will immediately vacate and surrender the same; the taking possession of said premises as above provided shall in no manner whatever prevent or retard the collection of the amount due by foreclosure or otherwise.

In case suit is brought to foreclose this mortgage by reason of the maturity of the debt secured, or by reason of any default in any condition hereof, and the holder hereof desires, he may at the time of the commencement of the foreclosure suit, or at any time thereafter, have a receiver appointed who shall have power to take and hold possession of said real estate, and rent the same, and collect the rents and profits thereof for the benefit of the holder of this mortgage, and subject to the orders of the court having jurisdiction of the foreclosure suit; such right shall in no event be barred or forfeited by reason of a judgment, decree of foreclosure, or sale thereunder, and the right to have the receiver appointed shall exist regardless of the solvency or insolvency of the mortgagors or person liable for the payment of the debt secured, and regardless of the value of the mortgaged premises, or the loss of the rents and profits during the period of redemption.

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

Clarence Howell  
Nettie Howell

STATE OF IOWA, MADISON COUNTY, ss.

On the 25th day of February A. D. 1933 before the undersigned, a Notary Public in

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BOONE BLANK BOOK CO., BOONE, IOWA. 23013-80

and for Madison County, Iowa came Clarence Howell and Nettie Howell (Husband and wife) 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 Official Seal, the day and year last above written.

(NOTARIAL SEAL)

Guy Ford  
Notary Public in and for Madison  
County, Iowa.

I, Sarah E. Howell hereby agree that in consideration of G. H. Dabney loaning to my son Clarence Howell the sum of \$2200.00 on this 25th day of February A. D. 1933, that a lien or a charge in the sum of \$200.00 per annum upon the following described real estate: The East Half ( $E\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section Nineteen (19) and the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) and all that part of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) that lay North and West of Howard-on Creek, all in Section Twenty (20), in Township Seventy-six (76) North, Range Twenty-eight (28), West of the 5th P. M., Madison County, Iowa, payable to me under the terms of Paragraph Seven of the Last Will and Testament of Charles E. Howell, deceased, shall be junior and secondary to a mortgage upon the above described real estate executed and delivered to the said G. H. Dabney by my son Clarence Howell and his wife, Nettie Howell, given to secure the payment of the said \$2200.00 loaned to him by the said G. H. Dabney.

Dated at Winterset, Iowa, this 25th day of February A. D. 1933.

Sarah E. Howell

We, Sarah E. Howell and Garland Howell hereby consent to and approve of a mortgage this day executed by Clarence Howell and his wife, Nettie Howell, to G. H. Dabney to secure the payment of \$2200.00.

Sarah E. Howell  
Garland Howell

STATE OF IOWA )  
Madison County ) SS:

On this 25th day of February A. D. 1933, before me, the undersigned, a Notary Public in and for Madison County, Iowa, came Sarah E. Howell and Garland Howell to me personally known to be the identical persons whose names are affixed to the above instruments as parties thereto, and acknowledged the execution of the same to be their voluntary acts and deeds.

Witness my hand and Notarial Seal the date last above written.

NOTARIAL  
SEAL

Guy Ford  
Notary Public within and for  
Madison County, Iowa.