

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

BOONE BLANK BOOK CO., BOONE, IOWA. 28013-30

WITNESS my hand and Notarial Seal at Winterset, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 1938.

Whatecom County, Washington.

Charles B. Binns &amp; Wife,

#678

Filed for record this 29th day of March  
A. D. 1933 at 2:15 o'clock P. M.

To

Rollen Walker.

Maggie Reese Hobbs, Recorder.

Fee \$.80 ✓ Jessie Allgeyer, Deputy.

FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

THAT Charles B. Binns and Emma C. Binns husband & wife of the County of Madison and State of Iowa, in consideration of the sum of Ten Thousand DOLLARS, in hand paid, do hereby sell and convey unto Rollen Walker of the County of Madison State of Iowa the following described premises, situated in the county of Madison State of Iowa, to-wit:

The Northeast Fractional Quarter of Section Three (3), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P. M. Iowa

and which the said first parties represent to belong to them under legal title.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, to the said Rollen Walker and to his heirs and assigns forever:

PROVIDED, always, and these presents are upon the express condition that if the said Charles B. Binns and Emma C. Binns their heirs, executors, administrators or assigns shall pay or cause to be paid to the said Rollen Walker heirs, executors, administrators or assigns the sum of Ten Thousand Dollars with interest thereon at the rate of 5% per cent per annum, until the same is fully paid, according to the tenor and effect of the one

Rollen Walker witnessed by Valla C. Bishop, Justice

This Mortgage being duly filed in full, I hereby release and discharge the same of record, this day of March 1938

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note of said Charles B. Binns and Emma C. Binns bearing even date with these presents, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of the non-payment by the said party of the first part, or....heirs, executors or administrators, of the said interest or principal, or any part thereof, for the space of thirty days after the same becomes due, or on failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$..... in a stock company approved by mortgagee, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable. Makers reserve the right to pay \$100 or multiples thereof at any time.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all liens, incumbrances, taxes or assessments, and agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid, as aforesaid.

IT IS ALSO AGREED, that in case of default in any respect so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver, with the usual power to take and to hold such rents and profits for the benefit of the plaintiff and subject to the order of the court. Cancellation hereof to be at mortgagor's expense.

And the said Emma C. Binns hereby relinquishes her right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 24th day of March A. D. 1933.

Charles B. Binns

Emma C. Binns.

STATE OF IOWA, Madison County, ss:

On this 29 day of March A. D. 1933, before me J. W. McKee a Notary Public in and for said County, personally appeared Charles B. Binns and Emma C. Binns to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

J. W. McKee  
Notary Public in and for said County.

