

Mortgage Record, No. 83, Madison County, Iowa

Clarence Howell & Wife,

#877

Filed for record the 25th day of April
A. D. 1933 at 11:22 o'clock A. M.

To

G. H. Dabney.

Fee \$1.00✓

Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

MORTGAGE.

THIS INDENTURE, WITNESSETH, that Clarence Howell and Nettie Howell, his wife of Madison County, Iowa, parties of the first part, in consideration of the sum of Three Hundred Twenty-five (\$325) DOLLARS, do hereby sell and convey unto G. H. Dabney of Winterset, Iowa, party of the second part, the following described real estate situated in Madison County, Iowa, to-wit:

The East Half of the South West Quarter of Section 19 and the North West Quarter of the South West Quarter of Section 20, and all that part of the South West Quarter of the South West Quarter of Section 20, lying North and West of Howardson Creek- That all of said land is in Township 76, Range 28

to have and to hold the same unto the second party, his heirs or assigns forever, and we warrant the title against the lawful claims of all persons whomsoever. This mortgage is only to cover our life use of said land

Nevertheless to be void upon condition that the said Clarence Howell shall pay to the said G. H. Dabney, his heirs or assigns, the sum of Three Hundred Twenty-five (\$325) Dollars, on the 25th day of April, 1934, according to the tenor and effect of the One promissory note of the said Clarence Howell payable to G. H. Dabney, bearing even date herewith, and drawing interest at six per cent per annum from date, then these presents to be void, otherwise to remain in full force.

And if default shall be made in the payment of said sums of money or any part thereof, principal or interest, on this or any prior mortgage when due, or if the taxes assessed on the above described real estate shall remain unpaid for thirty days after the same are due and payable, or if second party so elects, then the whole indebtedness may at the option of the said second party, his heirs or assigns, become due, and the said second party, his heirs or assigns, may proceed by foreclosure or any other lawful mode, to make the amount of said notes, together with all interest and costs, and all taxes and assessments accrued on said real estate with eight per cent interest thereon, if paid by second party. And the plaintiff shall be entitled to the rents and profits and have immediate possession of said premises upon commencement of suit.

It is further stipulated and agreed that this indenture is junior and subject to a mortgage of \$2200 to G. H. Dabney, less some payments and that should the said first parties fail to pay the principal, interest, taxes, insurance or any of the payments secured by said mortgage when the same becomes due, the said second party, his heirs or assigns, may pay the same and have and recover the same from the said first parties with interest thereon at eight per cent per annum and this mortgage shall stand as security therefor, and second party, or his assigns may declare this mortgage, and the notes secured by it, due at any time he elects, and he can then proceed by foreclosure or any other way he desires to collect this mortgage and the notes secured by it.

And it is further agreed that in case foreclosure is commenced hereon the second party shall have and recover a reasonable attorney's fee, also the cost of an abstract of title to the premises herein described, which shall be included in the judgment in such suit.

That as auxiliary and in aid of foreclosure, the holder of the mortgage debt may, at his option, at any time during the pendency of proceedings to foreclose this mortgage, have a receiver appointed by the court having jurisdiction of such foreclosure, or in vacation by the judge of such court, to take possession of said mortgaged premises and rent the same and apply the rents under the direction of the court, to the discharge and

Mortgage Record, No. 83, Madison County, Iowa

ECHOE BLANK BOOK CO., BOONE, IOWA. 28018-30

payment of the costs of such receivership, foreclosure, mortgaged debt, and any and all other sums secured by this instrument.

And Nettie Howell hereby relinquishes her right of dower and homestead in the premises herein described.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 25th day of April, 1933.

Clarence Howell
Nettie Howell

STATE OF IOWA)
Clarke County,) ss.

On the 25th day of April A. D., 1933, before the undersigned Gretta Luther, a Notary Public in and for said County, personally came Clarence Howell and Nettie Howell, his wife to me personally known to be the identical persons whose names are subscribed to the foregoing instrument as grantor and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

NOTARIAL
SEAL

WITNESS my hand and Notarial Seal the day and year above written.

Gretta Luther
Notary Public.

We approve the giving of this mortgage and consent thereto, this 25th day of April, 1933.

Sarah E. Howell
As provided in the will of
Chas. E. Howell

Garland Clare Howell
As provided in the will of
Chas. E. Howell.

COMPARED