

## Mortgage Record, No. 85, Madison County, Iowa

DOONE BLANK BOOK CO., DOONE, IOWA. 24697-32

Partial  
 For Release of annexed Mortgage see  
 Mortgage Record 85- Page 534 Mortgage Record 86- Page 532

W. C. Krabiel &amp; Wife

To

R. D. Simpson.

#117

Fee \$1.20 ✓

 Filed for record the 9th day of Jan.  
 A. D. 1934 at 10:00 o'clock A. M.

 Maggie Reese Hobbs, Recorder.  
 Jessie Allgeyer, Deputy.

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That William C. Krabiel and Mary L. Krabiel, his wife of the County of Madison and State of Iowa, first party, in consideration of the sum of Five Thousand and no/100 Dollars, in hand paid by R. D. Simpson, of Los Angeles County, and State of California, second party, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the said second party, his heirs, successors and assigns forever, certain real estate situated in Madison County, Iowa, described as follows, to-wit:

Lot One (1), Block Four (4), West Addition to Winterset, Madison County, Iowa, subject only to a mortgage of \$2,000 at 6% due September 13, 1935; and

The South One-third (S 1/3) of Lot Seven (7), Block Eighteen (18), of the Original Plat of Winterset, Madison County, Iowa; and

The West Eight (W 8) feet of Lot One (1), and the East One-third (E 1/3) of Lot Two (2), Block Twenty-three (23) of the Original Plat of Winterset, Madison County, Iowa, subject only to a mortgage of \$1,054, and all other encumbrances of record.

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 there-to belonging, and the rents, issues and profits aforesaid, unto the said second party, his 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, Nevertheless, that if the said first party, or his heirs, executors, administrators, or assigns, shall pay unto the said second party or his executors, administrators, or assigns, the sum of Five Thousand Dollars (\$5,000) loaned to him at the

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time of the execution of these presents, and such further sums of money, not exceeding in all the sum of Ten Thousand Dollars (\$10,000), as the said second party may advance to the said first party, on the security of this mortgage, or which may become owing by the first party to the second party at any time hereafter during the continuance of this mortgage, with interest on said sum, and such further sums from the time the same shall be advanced or become owing as aforesaid, at the rate of eight per centum (8%) per annum, payable semi-annually, 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.

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 costs 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 5th day of January, A. D. 1934.

W. C. Krabiel  
Mary L. Krabiel

STATE OF IOWA :  
: ss.  
COUNTY OF POLK :

On this 5th day of January, A. D. 1934, before me, a Notary Public in and for Polk

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County, Iowa, personally appeared William C. Krabiel, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(NOTARIAL SEAL)

E. B. Carpenter  
Notary Public in and for said  
County and State.

State of Iowa :  
                  : ss.  
Polk County     :

This is to certify that on this 5th day of January, A. D. 1934, personally appeared before me, Mary L. Krabiel, to me personally known to be the identical person who signed and executed the above and foregoing instrument, and acknowledged the same to be her voluntary act and deed for the purposes therein expressed. In witness thereof I have hereunto affixed my hand and notarial seal at Des Moines, Iowa, this 5th day of January, A.D. 1934.

NOTARIAL  
SEAL

E. B. Carpenter  
Notary Public in and for  
Polk County, Iowa.