

DEW BROTHERS, INC., DES MOINES 20225

FROM

James E. Harrison,

TO

James V. Evans.

Filed for Record the 25th day of April,

A. D. 19 34, at 2:55 o'clock P. M.

#1932 Maggie Reese Hobbs, Recorder

By Jessie Allgeyer, Deputy

Fee \$.80

This Mortgage Made the 25th day of April 19 34, by and between James E. Harrison (Single) of Madison County, and State of Iowa hereinafter called the mortgagor, and James V. Evans hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of Six Hundred (\$600.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The East 15 Acres of the South $\frac{1}{2}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$; All in Sec 31-76-29. Also the S $\frac{1}{2}$ of Block 10; the whole of Block 11; Lots 2, 3, 4, 5, 6 and 7 of Block 12; Lots 2, 3, 4, 5, 6 & 7 of Block 13; and the whole of blocks 14 & 15, all in the original Town Plat of the Town of Webster, in Madison County, Iowa, together with all rights that Grantor herein may have in and to the Streets and alleys adjoining the property herein above described by reason of said Streets and alleys being vacated.

containing in all 36 acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

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

First. That the mortgagor shall pay to the mortgagee the sum of Six Hundred (\$600.00) Dollars, on the 25th day of April, A. D. 19 37, with interest according to the tenor and effect of the certain promissory note of the said James E. Harrison Mortgagor (Single) bearing even date herewith; principal and interest payable at the office of Madison County Savings Bank, Winterset, Iowa.

Second. That the mortgagor 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 mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor 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 or insurance paid hereunder; and all such amounts shall be 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 wholly or in part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry out the provisions hereof.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagor's attorney are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first herein written.

James E. Harrison

STATE OF IOWA, }
MADISON COUNTY, } ss.

On this 25th day of April, A. D. 19 34, before me, the undersigned, a Notary Public, within and for said County, personally appeared James E. Harrison (Single) to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be His voluntary act and deed

NOTARIAL
SEAL

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

William S. Inlow
Notary Public in and for Madison County, Iowa

Elle Klingman & Christina A. Whetstone
For Assignment of Annexed Mortgage
Mortgage Record 92 Page 15

Please
For Assignment of Annexed Mortgage See
Mortgage Record 92 Page 162