

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

Mrs. Christine Abild,  
To  
A. H. Minnis, et al, Trustees.

#2175  
Fee \$1.00 ✓

Filed for Record this 23rd day  
of May A. D., 1934 at 11:00  
o'clock A. M.  
Maggie Reese Hobbs, Recorder.  
Jessie Allgeyer, Deputy.

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Christina Abild, a widow, of Polk County, and State of Iowa in consideration of the sum of Ten hundred ninety six 95/100 DOLLARS, in hand paid by A. H. Minnis, A. G. Davis and Clarence M. Cornwell, trustees, of Polk County, and State of Iowa do hereby SELL AND CONVEY unto the said A. H. Minnis, A. G. Davis and Clarence M. Cornwell, Trustees the following described premises situated in the County of Madison and State of Iowa to-wit:

The North-east-Fractional-Wuarter of  
Section thirteen (13) Township Seventy  
seven (77), Range twenty six, (26) West  
5th. P. M., Iowa.

And I hereby covenant with the said A. H. Minnis, A. G. Davis and Clarence M. Cornwell, Trustees that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said.....hereby relinquish.....right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Christina Abild, her heirs, executors or administrators shall pay or cause to be paid to the said A. H. Minnis, A. G. Davis and Clarence M. Cornwell Trustees executors and administrators or assigns, the sum of Ten hundred ninety six 95/100 Dollars, on the 21st. day of August 1935, with interest thereon according to the tenor and effect of the one promissory note of the said Christina Abild payable to A. H. Minnis, A. G. Davis and Clarence M. Cornwell, Trustees, bearing even date then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Christina Abild shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Christina Abild shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$....., and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said Christina Abild fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from Christina Abild with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for

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the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Christina Abild allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if she fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in thirty days thereafter; and the mortgagee..their heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Christina Abild in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 21st. day of May, 1934.

Mrs. Christine Abild

STATE OF IOWA, Polk County, ss.

On this 21st. day of May A. D., 1934, before me W. A. Kinnaird, a Notary Public in and for Polk County, Iowa, personally appeared Christina Abild, a widow, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

NOTARY  
SEAL

W. A. Kinnaird  
Notary Public in and for said County.

Filed for record this 23rd day of