

OCK BROTHERS, INC., DES MOINES 20226

FROM
Cecile Barber and
Russell Barber
TO
J. F. Willcox

Filed for Record the 6th day of June
A. D. 1934, at 2:40 o'clock P. M.
#2301 Maggie Reese Hobbs, Recorder
By Jessie Allgeyer, Deputy
Fee \$.80 ✓

This Mortgage Made the 6th day of June 1934, by and
between Cecile Barber and Russell Barber (Wife and Husband)
of Madison County, and State of Iowa, hereinafter called the mortgagor, and
J. F. Willcox
hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of
Four Hundred and Sixty (\$460.00) DOLLARS,
paid by the mortgagee, do hereby convey to the mortgagee, J. F. Willcox and assigns,
forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The East sixty six feet of the West one-hundred and thirty-two feet
of the north one hundred and thirty-two feet of lot six (6) of Depot
Addition to the town of Winterset, Madison County, Iowa, More particu-
larly described as follows, to-wit.

Beginning sixty six feet east of the northwest corner of said lot six
and running thence east sixty-six feet, thence south one hundred and
thirty-two feet, thence west sixty-six feet, thence North one hundred
and thirty-two feet, to place of beginning,

This Mortgage being loan
and in full, I hereby release and
discharge the same of record, this
5th day of June 1938
J. F. Willcox
Witnessed by Valda C. Bishop, Recorder

containing in all ----- 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 J. F. Willcox or assigns,
the sum of Four Hundred and Sixty (\$460.00) Dollars,
on the 6th day of June, A. D. 1939, with interest
according to the tenor and effect of the one certain promissory note of the said
Cecile Barber and Russell Barber (Wife and Husband) bearing even
date herewith; principal and interest payable at the office of The Farmers and Merchants' National 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 mort-
gage, 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 mort-
gagor 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
mortgagee'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.

Cecile Barber
Russell Barber

STATE OF IOWA, }
MADISON COUNTY, } ss.

On this 6th day of June, A. D. 1934, before me,
the undersigned, a Notary Public, within and for said County, personally appeared
Cecile Barber and Russell Barber
to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and
acknowledged the execution of the same to be their voluntary act and deed



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

Harry F. Anderson
Notary Public in and for Madison County, Iowa