

Mortgage Record, No. 85, Madison County, Iowa

Mabel Winifred Hawk,

#2505

Filed for Record this 3rd day
of July A. D. 1934 at 3:42
o'clock P. M.
Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

To

Fee \$.80 ✓

S. M. Neven.

FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT Mabel Winifred Hawk (unmarried) of the County of Racine and State of Wisconsin, in consideration of the sum of Five Thousand Six Hundred DOLLARS, in hand paid, do hereby sell and convey unto S. M. Neven of the County of Madison State of Iowa the following described premises, situated in the county of Madison State of Iowa, to-wit:

The West Half of the Southeast Quarter of Section Thirty-five (35)
in Township Seventy-six (76) North, Range Twenty-nine West of the
5th. P. M. Madison County Iowa

and which the said first party represents to belong to her under legal title.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, to the said S. M. Neven and to her heirs and assigns forever:

PROVIDED, always, and these presents are upon the express condition that if the said Mabel Winifred Hawk her heirs, executors, administrators or assigns shall pay or cause to be paid to the said S. M. Neven....heirs, executors, administrators or assigns the sum of Five Thousand Six Hundred Dollars with interest thereon at the rate of 5 per cent per annum, until the same is fully paid, according to the tenor and effect of the one note of said Mabel Winifred Hawk bearing even date with these presents, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of the non-payment by the said party of the first part, or her heirs, executors or administrators, of the said interest or principal, or any part thereof, for the space of thirty days after the same becomes due, or on failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$.....in a company approved by mortgagee, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable.....

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all liens, incumbrances, taxes or assessments, and agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid, as aforesaid.

IT IS ALSO AGREED, that in case of default in any respect so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver, with the usual power to take and to hold such rents and profits for the benefit of the plaintiff and subject to the order of the court. Cancellation hereof to be at mortgagor's expense.

And the said.....hereby relinquishes.....right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 2nd day of July A. D. 1934.

Mabel Winifred Hawk

For Release of annexed Mortgage see
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MOORE BLANK BOOK CO., BOONE, IOWA. 24697-52

STATE OF IOWA, Madison County, ss:

On this 2nd day of July A. D. 1934, before me J. W. McKee, a Notary Public in and for said County, personally appeared Mabel Winifred Hawk to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto as grantor and acknowledged that she executed the same as her voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

NOTARIAL

SEAL

J. W. McKee
Notary Public in and for said
County.