

Mortgage Record, No. 79, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA A51327 (2)

MORTGAGE

C.L.Alexander and Wife
TO
D.W.Bates, Receiver
Filed for record the 6th day of May
A. D. 1935, at 8:20'clock A.M.
1600 Valda C. Bishop, Recorder.
By Pearl E. Shetterly, Deputy.
Recording fee, \$ 1.10



THIS MORTGAGE, Made the 24th day of April 1935, by and between
C.L.Alexander and wife Oris H. Alexander
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
D.W.Bates, Receiver, Madison County Savings Bank, Winterset, Iowa
hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of
Nine Hundred Eighty two & 50/100 (\$ 982.50) DOLLARS,
paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the
County of Madison, State of Iowa, to-wit:

The North one half (N 1/2) of the East one third (E 1/3) of Lot Two (2)
in block seventeen (17), original town of Winterset, Iowa

containing in all ----- acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all
persons whomsoever.

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

First. That the mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of
Nine hundred eighty two & 50/100 (\$82.50) Dollars, on the 16th day
of November, A. D. 1935,

with interest according to the tenor and effect of the one certain promissory note of the said
C.L.Alexander and wife, Oris H. Alexander

dated Nov. 16th A. D. 1934, and all such other sums of money as may at any time be owing to the said mortgagee,
according to the terms of such indebtedness, or of the conditions of this mortgage.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for
the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

Third. That the mortgagors hereby pledge the rents, issues, and profits of said real property for the payment of said principal sum, interest, attorney's fees, and costs, and
authorize, agree, and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which
said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on applica-
tion of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the
same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said
property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants, and assigns, and in case of the rent-
ing or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on
said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the
suit and collected in the same manner.

In Witness Whereof, Signed by the mortgagors, the day and year first herein written.

C.L.Alexander
Oris H. Alexander

STATE OF IOWA, MADISON COUNTY, ss.

On the 24th day of April A. D. 1935, before the undersigned, a Notary Public in and for said
County, came C.L.Alexander and wife, Oris H. Alexander

to me personally known to be the identical persons whose names are subscribed to the foregoing
mortgage as maker thereof, and acknowledged the execution of the same to be their voluntary act and
deed.

Witness my hand and notarial seal, the day and year last above written.

Thelma M. Colvin
Notary Public in and for Madison County, Iowa.

