

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH, PRY. CO., DES. MOINES 7118

Cora Alice McKee & Husband #1866 Filed for record the 21st day of May  
TO Fee \$1.00 A.D.1935 at 2:15 o'clock P.M.  
Kathryn P. Lochrie Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That Cora Alice McKee and Frank R. McKee, wife & husband of the County of Madison and State of Iowa, in consideration of the sum of Six Thousand (\$6,000.00) Dollars, in hand paid, do hereby sell and convey unto Kathryn P. Lochrie of the County of ----State of Washington the following described premises, situated in the County of Madison State of Iowa, to-wit:

The South Half ( $\frac{1}{2}$ ) of the Southwest Quarter of Section Twenty-six (except one acre out of the Southwest corner thereof used for school purposes) and the West Thirty (30) acres of the Southwest Quarter of the Southeast Quarter of Section Twenty-six(26), all in Township Seventy-seven North, Range Twenty-eight (28) west of the 5th.P.M., Iowa.

and which the said first part-represent 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 Cora Alice McKee and Frank R. McKee and to their heirs and assigns forever:

PROVIDED, always, and these presents are upon the express condition that if the said

Cora Alice McKee and Frank R. McKee heirs, executors, administrators or assigns

See page 76  
For Assignment of Annexed Mortgage see  
Mortgage Record 90 Page 76  
For Release of annexed Mortgage see  
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shall pay or cause to be paid to the said Kathryn P. Lochrie, her heirs, executors, administrators or assigns the sum of Six Thousand Dollars on March 1st 1941 with right reserved by said first parties to pay \$100.00 or any multiple thereof on any interest paying date, 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 Cora Alice McKee & Frank R. McKee 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 their 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 stock 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 Frank R. McKee hereby relinquishes his right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 1st day of March A.D. 1935

Cora Alice McKee  
Frank R. McKee

STATE OF IOWA, Madison County, ss:

On this 21st day of May A.D. 1935, before me J.W. McKee, a Notary Public in and for said County, personally appeared Cora Alice McKee and Frank R. McKee to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors and acknowledged that they executed the same as their voluntary act and deed

**NOTARIAL  
SEAL**

J.W. McKee  
Notary Public in and for Madison County, Iowa.

*Original of Mortgage  
No. 86, Madison County, Iowa  
Filed May 10, 1935*