

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRYNG. CO., DES MOINES 7116

to be her voluntary act and deed.

Charles D. Van Werden  
Notary Public in and for Madison County, Iowa.

SEAL

D.W. Bates, Receiver  
TO  
Reconstruction Finance Corp

#1893  
Fee \$ 2.10

Filed for record the 23d day of May  
A.D. 1935 at 4:00 o'clock P.M.  
Valda C. Bishop, Recorder

AUDITED  
J. E. W.

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR MADISON COUNTY.

D.W. Bates, Superintendent of  
Banking of the State of Iowa.

Plaintiff,

vs

Madison County Savings Bank,  
Winterset, Iowa,

Defendant.

*Partial*  
**For Release of annexed Mortgage see  
Mortgage Record 86 Page 602**

RECEIVER'S MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, an application having been made by the above named plaintiff, as Receiver of Defendant Bank, to a Judge of the District Court of the State of Iowa, in and for Madison County, having jurisdiction over said receivership to mortgage certain real estate owned by said receivership to the Reconstruction Finance Corporation as security for a loan, and an order made by said Court on the 23 day of May, A.D. 1935, directing the Plaintiff, Receiver of Madison County Savings Bank, Winterset, Iowa, to execute a Receiver's Mortgage Deed.

NOW THEREFORE, I, D.W. Bates, Superintendent of Banking of the State of Iowa, as Receiver of Madison County Savings Bank, Winterset, Iowa, first party, for the purpose of the better securing to Reconstruction Finance Corporation of Washington, District of Columbia, second party, the payment by said first party of the principal sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00 )DOLLARS, owing by it to said second party, payable on or before March 9, 1936, with interest thereon from the date hereof until paid at the rate of four per cent (4%) per annum, payable semi-annually, as evidenced by and according to the tenor of the one promissory note of the said first party, executed the 9th day of March, 1935 payable to said second party at the Federal Reserve Bank of Chicago, in the City of Chicago Illinois; and by virtue of the power vested in me by order of Court, HEREBY CONVEY unto said Reconstruction Finance Corporation, the real estate situated in Madison County, in the State of Iowa, known and described as follows, to-wit:

Tract One

Commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) Northwest Quarter (NW $\frac{1}{4}$ ) of Section 3, Township 76, North Range 27, West of 5th P.M., running thence South 60 rods; thence East 26 rods and 9 feet; thence in a Northeasterly direction to a point 33 rods and 5 feet East of the Southwest corner of the Southwest

*Partial*  
**For Release of annexed Mortgage see  
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*Partial*  
**For Release of annexed Mortgage see  
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*Partial*  
**For Release of annexed Mortgage see  
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Quarter (SW $\frac{1}{4}$ ), Northwest Quarter (NW $\frac{1}{4}$ ) of Section 3; thence West to the place of beginning, containing 11.43 acres, Madison County, Iowa, (Sold on contract to Clifford Taylor- dated November 2, 1932, on which thereis \$1,100.00 due March 1, 1938.)

Tract Two Lot 5, Block 2, Guiberson's Addition to Town of Winterset, Madison County, Iowa.

Tract Three Southwest Quarter (SW $\frac{1}{4}$ ), Southwest Quarter (SW $\frac{1}{4}$ ) of Section 17, and the Northwest Quarter (NW $\frac{1}{4}$ ), Northwest Quarter (NW $\frac{1}{4}$ ) of Section 20, Township 76, North, Range 26, West of the 5th P.M., Madison County, Iowa.

Tract Four Southwest Quarter (SW $\frac{1}{4}$ ), Southwest Quarter (SW $\frac{1}{4}$ ), Section 8 and a tract of land described as follows: Commencing at the Southwest corner of Southeast Quarter (SE $\frac{1}{4}$ ), Southwest Quarter (SW $\frac{1}{4}$ ), Section 8, running thence North on the West line of said 40 acre tract, 10.68 chains; thence South .45 degrees East, 3.51 chains; thence South 3 $\frac{1}{2}$  degrees, West 3 chains; thence South 20 degrees, East 3.33 chains; thence South 12 $\frac{1}{2}$  degrees East to the intersection of the South line of said 40 acre tract; thence West to the place of beginning; And the N 26 acres of the East One-half (E $\frac{1}{2}$ ), East One-half (E $\frac{1}{2}$ ), Northeast Quarter (NE $\frac{1}{4}$ ) and all that part of the West One-half (W $\frac{1}{2}$ ), Northeast Quarter (NE $\frac{1}{4}$ ), Northeast Quarter (NE $\frac{1}{4}$ ) and of the Northwest Quarter (NW $\frac{1}{4}$ ), Northeast Quarter (NE $\frac{1}{4}$ ), lying and being on the North and East side of the center of the main channel of Middle River, of Section 18; and the Northwest Quarter (NW $\frac{1}{4}$ ), Northwest Quarter (NW $\frac{1}{4}$ ) of Section 17 and a tract of land described as follows:- Commencing at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$ ), Northwest Quarter (NW $\frac{1}{4}$ ), of Section 17, running thence East to the center of Middle River; thence in a southwesterly direction to a point where said River crosses the West line of said Northeast Quarter (NE $\frac{1}{4}$ ), Northwest Quarter (NW $\frac{1}{4}$ ); thence North to the place of beginning; also a tract described as follows: Commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ), Southeast Quarter (SE $\frac{1}{4}$ ) of Section 7, running thence East on the South line of said 40 acre tract 696.7 feet to the center of the public highway; thence North 33 degrees 40 minutes, West, 260.5 feet; thence North 80 degrees, 49 minutes West, 458.9 feet; thence South 62 degrees 36 minutes, West, 119 feet to the West line of said 40 acre tract; thence South to the place of beginning, all of said land lying and being in Township 75 North Range 28, containing 144 acres, more or less, according to Government Survey, Madison County, Iowa, West of the 5th P.M.

Tract Five SE $\frac{1}{4}$ , SW $\frac{1}{4}$  and the Southwest Quarter (SW $\frac{1}{4}$ ), Southeast Quarter (SE $\frac{1}{4}$ ) of Section 31, Township 75 North, Range 28, West of the 5th P.M., containing 80 acres, Madison County, Iowa.

Tract Six Fractional East Half (E $\frac{1}{2}$ ), Northwest Quarter (NW $\frac{1}{4}$ ) and the East Half (E $\frac{1}{2}$ ), Southwest Quarter (SW $\frac{1}{4}$ ) and the North 36 acres of the Fractional West half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) all in Section 6, Township 74, North Range 28, West of the 5th P.M., containing 197 acres, Madison County, Iowa.

Tract Seven Northwest Quarter (NW $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ), Southwest Quarter (SW $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ), Southwest Quarter (SW $\frac{1}{4}$ ) of Section 20, Township 75 North, Range 29, West of the 5th P.M., containing 240 acres, Madison County, Iowa.

Tract Eight The West 23 feet in width of Lot 4, Block 24, Original Town of Winterset, Madison County, Iowa.

Tract Nine South Half (S $\frac{1}{2}$ ), Southwest Quarter (SW $\frac{1}{4}$ ) of Section 32, Township 76 North, Range 29, West of the 5th P.M., containing 80 acres, Madison County, Iowa.

Tract Ten The South 82 feet of the West 26 ft. of Lot 5, Block 12, Original Town of Winterset, Madison County, Iowa.

And the said first party covenants and agrees with said second party that until all indebtedness secured by this mortgage has been fully paid he will pay each year all taxes and assessments levied upon said real estate before the same become delinquent, and deliver the receipts therefor, or duplicates thereof, to said second party, and will also keep the buildings upon said premises insured in such company or companies as will be satisfactory to, and for the use and further security of said second party, and will deliver all policies and renewal receipts therefor to said second party; and upon failure to so pay such taxes and assessments, or to keep said buildings so insured, said second party may, but with out any obligation to do so, pay such taxes and assessments, or effect such in-

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insurance, as the case may be, and all moneys so paid by said second party or assigns on account of taxes or insurance, together with all moneys said second party or assigns may pay to satisfy or remove any prior liens upon said real estate or on account of any costs and expenses, including attorney's fees, incurred by reason of litigation with third parties to protect the lien of this mortgage, or to collect the debt secured thereby shall become so much additional indebtedness secured by this mortgage, and payable immediately to said second party or assigns at the same place as principal sum is payable, and with interest from the date of payment at the same rate that said principal sum bears.

It is expressly understood and agreed between the parties hereto, that upon failure to pay any of the money secured hereby, either principal or interest, within thirty days after the same become due, or a failure to perform or comply with any and every covenant and agreement herein contained, shall, at the election of the second party or assigns, cause the whole amount of money secured hereby to become immediately due and collectible at once, by foreclosure or otherwise, and no notice of such election shall be necessary previous to commencing legal proceedings to collect the same, or any part thereof; and upon an action being rightfully commenced to foreclose this mortgage, the said second party or assigns shall, from the date of filing a petition for that purpose, in the proper Court, be entitled to the possession and use of said real estate, and have a lien upon all the rents and profits thereof, as further security for the payment of the money secured hereby; and such Court may at any time, either before or after decree in such action, appoint a Receiver of said real estate, with power to take charge of and control the same, and to collect the rents and profits arising therefrom during the pendency of such action, and until the time to redeem the same from any sale that may be made under any judgment entered in such action shall expire, and such rents and profits, when collected, may be applied toward the indebtedness and costs herein mentioned.

In case of an action being commenced to foreclose this mortgage, said first party agrees to pay as attorney's fees the full amount allowed by the laws of the State of Iowa in such cases, and the same shall be a lien on said mortgaged premises.

It is expressly understood and agreed that first party shall have the right to withdraw from the lien of this mortgage and second party will execute a proper partial release thereof on any one, or more, of the several tracts of land hereinabove specifically set forth and described upon the payment to second party at the Federal Reserve Bank of Chicago, Illinois, of the following sums, to-wit:

For release of land described in Tract One, above,	the sum of -----	\$ 1,000.00
For release of land described in Tract Two, above,	the sum of -----	\$ 1,000.00
For release of land described in Tract Three, above,	the sum of -----	\$ 3,000.00
For release of land described in Tract Four above,	the sum of -----	\$ 6,000.00
For release of land described in Tract Five above,	the sum of -----	\$ 3,500.00
For release of land described in Tract Six above,	the sum of -----	\$ 8,000.00
For release of land described in Tract Seven above,	the sum of -----	\$ 7,000.00
For release of land described in Tract Eight above,	the sum of -----	\$ 6,500.00
For release of land described in Tract Nine above,	the sum of -----	\$ 2,500.00
For release of land described in Tract Ten above,	the sum of -----	\$ 8,000.00

UPON THE FULL PAYMENT of all moneys hereby secured and the compliance with each and all of the covenants, agreements and conditions herein contained by said first party, then this mortgage shall be void, otherwise to be and remain in full force and effect.

Dated the day and year first above written.

D.W.Bates

Superintendent of Banking of the State of Iowa as Receiver of the Madison County Savings Bank, Winterset, Iowa.

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J. H. WELCH PRtg. CO., DES MOINES 7116

STATE OF IOWA :  
: SS.  
POLK COUNTY :

On this 23 day of May, A.D. 1935, before me Lova V. Wright, a Notary Public, in and for Polk County, Iowa, personally appeared D.W.Bates, to me known to be the identical person named in and who executed the foregoing instrument as grantor and whose name is affixed thereto and acknowledged that he executed the same as his voluntary act and deed.

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



Lova V. Wright  
Notary Public in and for Polk County, Iowa.