

JENKINS & FERGEMANN CO., WATERLOO, IOWA, 18189

Mary J. Fry, Executrix of the
Estate of E.S.Fry, deceased,
TO
Jennie Patt

Filed for record the 31st day of May
A. D. 1935, at 11:00 o'clock A. M.
1967 Valda C. Bishop, Recorder.
By Pearl E. Shetterly, Deputy.
Recording Fee, \$ 1.00

THIS MORTGAGE, Made the 30th day of April 1935, by and between
Mary J. Fry, Executrix of the estate of E.S.Fry, Deceased
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
Jennie Patt hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Four Thousand and no/100 (\$ 4,000.00) DOLLARS
paid by the mortgagee, do hereby convey to the mortgagee her heirs and assigns, forever, the following tracts of land in the County
of Madison, State of Iowa, to-wit:

The East Fractional Half (E¹/₂) of the North East Quarter (NE¹/₄)
of Section Three (3) in Township Seventy-seven (77) North, Range
Twenty-nine (29) West of the 5th P.M. Iowa.

(This mortgage is made under the authority of an order of the District
Court of Madison County, Iowa, of date October 27, 1934, and previous
orders of the Court)

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 are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or her heirs, executors, or assigns, the sum of
Four Thousand and no/100 ----- (\$ 4,000.00) Dollars

on the 30th day of April A. D. 1935,
with interest at the rate of 5 per cent per annum, payable annually, according to the tenor and effect of the One
certain promissory note, of the said Mary J. Fry, Executrix of the estate of E.S.Fry, Deceased
bearing even date herewith; principal and interest payable at the office of -----

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfac-
tory 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 mortgagors shall pay when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortga-
gors fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become in-
volved in litigation either in maintaining the security created by this mortgage, 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 constitute a part of the debt 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 mortgagors 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.

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.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Mary J. Fry, Executrix of the
Estate of E.S.Fry, deceased

STATE OF IOWA, MADISON COUNTY, ss.

On this 30th day of April A. D. 1935, before me, the undersigned, a Notary Public/in and for
said County, State of ~~XXXXXX~~, came Mary J. Fry
Executrix, of the estate of E.S.Fry, Deceased,

to me personally known to be the identical person whose name is subscribed to the foregoing
mortgage as maker thereof and acknowledged the execution of the same to be her voluntary act and deed.

WITNESS my hand and official seal, the day and year last above written.

(DISTRICT COURT SEAL)

C.A. Robbins

Notary Public in and for Madison County, Iowa.

Approved by order of the Court of date
May 20th, 1935, P.E. Rose Clerk of the



R.B. Hunter
For Assignment of Annexed Mortgage Sub
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