

Mortgage Record, No. 86, Madison County, Iowa

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

Helen McCall Huntoon &
Husband

#2911

Filed for record the 14th day of Aug
A.D. 1935 at 2:30 o'clock P.M.

To

Fee \$1.00



D.W. Bates, Receiver

Valda C. Bishop, Recorder

M O R T G A G E

THIS MORTGAGE Made the 9th day of August 1935, by and between Helen McCall Huntoon and H.V. Huntoon (wife and husband) of Madison County, and State of Iowa, hereinafter called the mortgagors and D.W. Bates, Superintendent of Bank of the State of Iowa, Receiver of the Madison County Savings Bank, of Winterset, Iowa, hereinafter called mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Four Thousand, Four Hundred, Forty-six and 76/100 (\$4,446.76) 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:

South Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$); Two (2) acres off the South end of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) described as follows: Commencing at the Southwest corner of said twenty-acre tract, thence East to the Southeast corner thereof, thence North three (3) rods, thence in a Northwesterly direction to a point on the West line of said twenty-acre tract 13 rods North of the place of beginning, thence South to the place of beginning; all in Section Twenty (20); and the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), and the East Nine (9) acres of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-nine (29); all in Township Seventy-five (75) North, of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, AND

The Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Eight (8), and the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Nine (9), in Township Seventy-five (75) North, of Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

This mortgage is executed as additional security and in consideration of forbearance of suit and extension of time of payment of three certain promissory notes hereinafter referred to, to June 1, 1936; said notes being as follows; 1 note dated January 21, 1933, calling for the payment of the principal sum of \$2912.00 to the order of Madison County Savings Bank on July 19, 1933, with interest thereon at 8% per annum from date, signed by Helen McCall Huntoon; 1 note, dated July 12, 1933, calling for the payment of the principal sum of \$1226.35 to the order of Madison County Savings Bank on January 12, 1934, with interest thereon at 8% per annum and signed by H.V. Huntoon; 1 note, dated July 12, 1933, calling for the payment of the principal sum of \$308.41 to the order of Madison County Savings Bank on October 12, 1933, with interest thereon at 8% per annum from date and signed by H.V. Huntoon, It is expressly understood that both of the mortgagors herein have agreed to each become personally liable on the notes herein referred to in consideration of forbearance of suit and extension of time of payment of said notes to June 1, 1936.

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 interest known as Dower, or however else, are

Mortgage Record, No. 86, Madison County, Iowa

J. B. WELCH, PRY. CO., DES. MOINES, IOWA

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 Four Thousand, Four Hundred, Forty-six and 76/100 (\$4, 446.76) Dollars on the 1st day of June A.D. 1936, less credits endorsed on said notes, with interest according to the tenor and effect of the 3 certain promissory notes, bearing extension endorsement of even date with these presents, of the said Helen McCall Huntoon and H.V. Huntoon, above described; principal and interest payable at the office of said Receiver at Winterset, Iowa.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than their insurable 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 mortgagors fail either to pay such taxes or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved 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 and 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.

A failure to comply with any or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the mortgagees option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

An 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 application 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 renting 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 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.

Helen McCall Huntoon

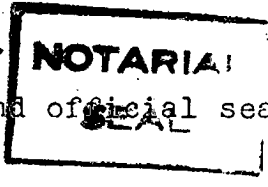
H.V. Huntoon

Mortgage Record, No. 86, Madison County, Iowa

J. R. WELCH PRtg. CO., DES MOINES, IOWA

State of Iowa, Madison County, ss.

On the 14th day of August A.D. 1935, before the undersigned, a Notary Public in and for said County, of Madison and State of Iowa came Helen McGall Huntoon and H.V. Huntoon 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 official seal, the day and year last above written.

Shirley A. Webster

Notary Public in and for Madison County, Iowa.

for