

Mortgage Record, No. 86, Madison County, Iowa

for

Notary Public in and for Madison County, Iowa.

Mina Kramer

#2912

Filed for record the 14th day of
August A.D. 1935 at 3:30 o'clock P.M.

TO

Fee \$1.10

Ira J. Walker

Valda C. Bishop, Recorder

M_O_R_T_G_A_G_E

KNOW ALL MEN BY THESE PRESENTS:

That I, Mina Kramer of the County of Madison and State of Iowa, first party, in consideration of the sum of Six Thousand (\$6,000.00) Dollars in hand paid by Ira J. Walker of Union County, and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, his (or its) heirs, successors and assigns forever, the real estate situated in Madison County Iowa, described as follows, to-wit:

The South East Quarter of the South East Quarter of Section Twenty-seven;
the North East Quarter of the North East Quarter of Section Thirty-four; the
North West Quarter of the North West Quarter of Section Thirty-five; all in
Township Seventy-four (74) Range Twenty-nine (29), West of the 5th P.M.

together with all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, until the said second party, his (or its) heirs, successors and assigns forever.

The said first party WARRANTS the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the first party shall pay the second party, his (or its) heirs, successors or assigns, the sum of Six Thousand (\$6000.00) Dollars on the First day of March A.D. 1940, (with the privilege of paying Five Hundred (\$500.00) Dollars or multiple thereof on any interest pay day on or after March 1st, 1936. with interest at the rate of Five per centum per annum, payable annually, according to the tenor and effect of the one Coupon Bond, or promissory note, and interest coupons thereto attached, of the said first party, ^{bearing} even date herewith, payable at Commercial State Bank in the Town of Afton Iowa, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect.

The Covenants and Agreements to be kept and performed are as follows:

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies, to be designated by the second party, for the benefit of said second party, in the sum of not less than Twenty-five hundred Dollars; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first

This Mortgage being
in full, I hereby release and
discharge the same of record, this
14th day of August, 1935.

Valda C. Bishop
Recorder
Madison County, Iowa

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

party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor.

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect. Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said acts shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in ^{the} collection of said sums by foreclosure or otherwise.

Dated August 14th, 1935

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year last above written.

Mina Kramer

STATE OF IOWA, Madison County ss.

BE IT REMEMBERED, That on the 14th day of August, A.D. 1935 before the undersigned, a Notary Public in and for said County, personally appeared Mina Kramer to me personally known to be the identical persons whose names is affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instrument and the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.



N.E. Hollen

Notary Public in and for Madison County,
Iowa.