JENKINS & FERGEMANN CO., WATERLOO, IOWA, 18189

Gladys B. DeVault

TO

J.W.McKee, Trustee

Filed for record the 14 day of Sept
A. D. 1935, at 9:12 o'clock A. M.
#3310 Valda C. Bishop, Recorder.
By ...., Deputy.
Recording Fee, $ .80 AUDITED J.E.W.

THIS MORTGAGE, Made the 12th day of September 1935 by and between Gladys B. DeVault, widow, unmarried of Madison County, and State of Iowa, hereinafter called the mortgagors, and J.W.McKee, Trustee of Paul Bruns; Josephine Bruns; Nora May Bruns; Catheryne Genevive Bruns; ~~Robert Marion Bruns; and Elizabeth Ann Bruns~~ hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Eleven Hundred and no/100 ($1100.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee his heirs and assigns, successors forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

West Half ($W\frac{1}{2}$) of the Southwest Quarter (SW¼) of Section Thirty-six (36), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M.

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 13 day of Sept 1940
J.W. McKee, Trustee for Paul Bruns, Josephine Bruns, Nora May Bruns, Catheryne Genevieve Bruns, Robert Marion Bruns and Elizabeth Ann Bruns
Witnessed By
Pearl E. Shetterly Recorder.

containing in all 80 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 are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors, successors or assigns, the sum of Eleven Hundred and no/100 -- ($ 1100.00) Dollars on the 12th day of September A. D. 1940, 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 Gladys B. DeVault, Widow bearing even date herewith; ~~principal and interest payable at the office of~~ Option is hereby given the maker to pay this note at the expiration of two years from the date thereof.

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 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 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 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.

Gladys B. DeVault

STATE OF IOWA, MADISON COUNTY, ss.

On the 12th day of September A. D. 1935, before ~~me~~, the undersigned, a Notary Public, in and for Said County, ~~State~~, came Gladys B. DeVault, widow, unmarried 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.

NOTARIAL SEAL

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

Phil R. Wilkinson

Notary Public in and for Madison County, Iowa.