

Mortgage Record, No. 85, Madison County, Iowa

MOORE BLANK BOOK CO., BOONE, IOWA. 24897-82

Blanche Cornell & Husband

#334

Filed for record the 2 day of Feb. A. D. 1935 at 4:05 O'clock P. M.

To

Fee\$.80

Valda C. Bishop, Recorder

C. D. Butterfield, Trustee

FIRST MORTGAGE

For Release of annexed Mortgage and

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KNOW ALL MEN BY THESE PRESENTS: That we, Blanche Cornell, and John W. Cornell, her husband, of the County of Madison and State of Iowa, in consideration of the sum of Five Hundred (\$500.00) DOLLARS, in hand paid, do hereby sell and convey unto C. D. Butterfield, Trustee for minor dependents and incompetents under the Workmens Compensation Act for Madison County, Iowa, of Madison County, State of Iowa the following described premises, situated in the county of Madison State of Iowa, to-wit:

Lot One, and the East Half of Lot Two, in Block Three, West Addition to the City of Winterset, Iowa,

and which the said first party represent to belong to her under legal title.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, to the said C. D. Butterfield, Trustee as aforesaid and to his heirs and assigns forever:

PROVIDED, always, and these presents are upon the express condition that if the said Blanche Cornell and John W. Cornell, thier heirs, executors, administrators or assigns shall pay or cause to be paid to the said C. D. Butterfield, Trustee, as aforesaid, heirs executors, administrators or assigns the sum of Five Hundred (\$500.00) Dollars, with interest thereon at the rate of 6 per cent per annum, payable semi-annually, until the same is fully paid, according to the tenor and effect of the note and 8% on delinquent principal and interest, bearing even date with these presents, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of the non-payment by the said party of the first part, or their heirs, executors or administrators, of the said interest or principal, or any part thereof, for the space of thirty days after the same becomes due, or on failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$ in a stock company approved by mortgagee, or if any of the statements herein made shall at any time

Partial to John W. Cornell.
For Assignment of Annexed Mortgage see
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Notice of Cornell
for Assignment of Annexed Mortgage see
Mortgage Record 90 Page 278

Partial to John W. Cornell.
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Mortgage Record 90 Page 278

This Mortgage having been
discharged in full, I hereby release and
discharge the same of record, this
15 day of May 1935
Valda C. Bishop

Witness my hand and seal
this 13 day of May 1935
Valda C. Bishop, Recorder

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BOONE BLANK BOOK CO., BOONE, IOWA 24697-82

prove untrue, then the whole principal sum and interest shall become due and payable

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all liens, incumbrances, taxes or assessments, and agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid, as aforesaid

IT IS ALSO AGREED, that in case of default in any respect so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver, with the usual power to take and to hold such rents and profits for the benefit of the plaintiff and subject to the order of the court. Cancellation hereof to be at mortgagor's expense.

And the said John W. Cornell hereby relinquishes his right of dower, and all rights of any kind whatever, and all rights of any kind whatever, in and to the above described premises.

Dated this 12th day of January, A. D. 1935

Blanche Cornell
John W. Cornell

STATE OF IOWA, MADISON COUNTY, SS.

On this 12th day of January A. D. 1935, before me Daniel J. Gallery, a Notary Public in and for said County, personally appeared Blanche Cornell, and John W. Cornell, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors and acknowledged that they executed the same as their voluntary act and deed.

**NOTARIAL
SEAL**

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

Daniel J. Gallery
Notary Public in and for said County