

# Mortgage Record, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 21597

86

## MORTGAGE

Filed for Record this 26 day of Oct.  
1935, at 9:40 o'clock A.M.  
 #2871 Valda C. Bishop Recorder  
Pearl E. Shetterly Deputy  
 Recording Fee \$ 1.10

THIS MORTGAGE, made the 15th day of October 1935, by and between  
T.P.C'Loughlin, a single person  
 of Madison County and State of Iowa, herein called the mortgagor and  
Union State Bank of Winterset, Madison County, Iowa,  
 hereinafter called the mortgagee.

WITNESSETH: That the mortgagor in consideration of the sum of Six Hundred  
 (\$ 600.00 ) DOLLARS  
 paid by the mortgagee, do hereby convey to the mortgagee, its ~~heirs and~~ assigns forever, the following tracts of land in the county of  
Madison State of Iowa, to-wit:

East Half of the North Twenty-two acres (22) of the Northwest  
 Quarter of the Southwest Quarter of Section Thirty-six (36), Township  
 Seventy-six (76) North, Range Twenty-eight (28), West of the Fifth P. M.,  
 Madison County, Iowa.

The mortgagee (a corporation) in the annexed mortgage, hereby releases this  
 mortgage of record this 2 day of April 1942, and I, the executive  
 officer, hereby certify that this release is executed by authority of the  
 Board of Directors of said corporation Union State Bank of Winterset, Madison County, Iowa  
Paul, Cashier Executed in my presence by H. L. Paul  
 who to me to be the Cashier of said Union State Bank  
 Corporation. Pearl E. Shetterly  
 County Recorder

containing in all 11 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 hereby conveyed. To be void upon the following con-  
 ditions:

FIRST. That the mortgagors shall pay to the mortgagee or ~~its heirs, executors or~~ assigns the sum of Six Hundred (\$ 600.00 ) DOLLARS  
 on the 15th day of October A. D. 1940,  
 with interest according to the tenor and effect of the one certain promissory note of the said  
T. P. C'Loughlin - favor of Union State Bank, Winterset, Iowa,

dated Oct. 15th A. D. 1935, and all such other sums of money as may at any time be owing to the said mort-  
 gagee, according to the terms of such indebtedness, or of the conditions of this mortgage.

SECOND. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for  
 the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.  
 THIRD. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with  
 all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect to so  
 pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or  
 take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon  
 from the date of such payments, and shall be secured hereby; and should mortgagee become involved in litigation, in maintaining the security created by this mortgage or  
 its priority, or validity, or any rights or interests hereunder, then this mortgage shall secure the repayment and recovery of all money, costs expenses or advancements  
 hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby  
 secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the date of any such pay-  
 ments.

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 any and all interest when  
 due, shall at the mortgagee's option, cause the whole and all sums hereby secured to become due and collectible forthwith without notice or demand.

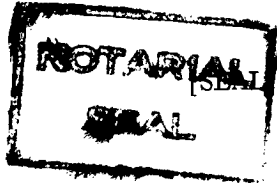
And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and  
 authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure 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 whatsoever, 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 anyone 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's 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.  
T. P. C'Loughlin

STATE OF IOWA, MADISON COUNTY, SS.  
 On the 26th day of October A. D. 1935, before the undersigned, a Notary Public in and for said  
 County, came T. P. C'Loughlin, a single person



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 his voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year last above written.  
H. C. Fosher  
 Notary Public in and for Madison County, Iowa.

Extension  
 of  
 Annexed Mortgage  
 Mortgage Record  
 72 Page 277