

JENKINS & FERGEMANN CO., WATERLOO, IOWA, 18189

Lester V. Powell & Wife

TO

J.E.Long

Filed for record the 6 day of Nov.

A. D. 1935, at 2:20 o'clock P.M.

#3983

Valda C. Bishop

Recorder.

By

Deputy.

Recording Fee, \$.80



THIS MORTGAGE, Made the 4th day of November 1935, by and between
Lester V. Powell and his wife, Arta A. Powell,
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
J.E.Long hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Two Hundred Fifty and no/100 (\$ 250.00#) 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:

Lot Thirteen (13) and the South Thirty-three (33) feet of
Lot Twelve (12) in Block Two (2) of Johnson's Addition to
the Town of Earlham, Madison County, Iowa.

(This mortgage is made in lieu and to take the place of a former mortgage, and for the purpose of correcting an erroneous description contained therein, said mortgage being dated September 27, 1935, filed for record September 27, 1935, and recorded in Mortgage Record 79, page 624, of the records in the office of the Recorder of Madison County, Iowa.)

*This Mortgage being
not in full, I hereby release and
discharge the sum of record, the
250.00# of July 10 1937
J.E. Long
Witnessed By
Pearl E. Buttery, Recorder*

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 are 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
Two Hundred Fifty and no/100 (\$ 250.00#) Dollars
on the 27th day of September A. D. 193 6,
with interest at the rate of 7 per cent per annum, payable annually, according to the tenor and effect of the one
certain promissory note, of the said Lester V. Powell and his wife, Arta A. Powell
bearing even date herewith; principal and interest payable at the office of J.E.Long

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.

Lester V. Powell

Arta A. Powell

STATE OF IOWA, MADISON COUNTY, ss.

On the -- day of November A. D. 193 5, before me, the undersigned, a Notary Public, in and for
said County, ~~SIXXXX~~, came

Lester V. Powell and his wife, Arta A. Powell

to me personally known to be the identical person s whose name s are subscribed to the foregoing mortgage as maker thereof and acknowledged the execution of the same to be theirvoluntaryact and deed.

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

Aletha Alexander

Notary Public in and for Madison County, Iowa.

