

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH, PRYGT. CO., DES MOINES 7116

My commission expires July 4, 1936.

Elsie C. Van Winkle and
Kingsland Van Winkle, her husband.

#4436

Filed for record the 11 day of
Dec. A.D. 1935 at 11:59 o'clock
A.M.

TO

Fee \$1.30



Edith R. Campbell

Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That I, Elsie C. Van Winkle, and Kingsland Van Winkle, my husband (for the purpose of releasing, relinquishing and conveying all right of homestead and dower, or statutory thirds

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only), of the County of Buncombe and State of North Carolina, first party, in consideration of the cancellation and delivery to me of one certain promissory note in the amount of Two Thousand One Hundred and Twenty-five Dollars (\$2,125.00), dated March 2, 1933, signed by myself and made payable to John W. Campbell of Des Moines, Iowa, since deceased, and by him assigned to Edith R. Campbell, and also the release of one certain mortgage given to secure said promissory note, said mortgage being signed by myself and my husband, Kingsland Van Winkle, and being recorded in Book 1192, page 557, of the records of Polk County, Iowa, do hereby grant, sell and convey unto the Said Edith R. Campbell, second party, her heirs, successors and assigns forever, my interest as a cestuis que trustent under a trust deed known as the S.A. Robertson Estate, made and entered ^{into} by me, together with others, on or about February 26, 1935, and recorded in Book 1268, page 601, of the records of Polk County, Iowa, in and to the following described property and no more, to wit:

An undivided one eight (1/8) interest in the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), except, 2.42 acres railway and 2.25 acres in the Northwest corner thereof, of Section Three (3), and the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$), except 3.03 acres railway, and the West half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), except 3.03 acres railway, and the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), except 3.03 acres railway, of Section Four (4), all in Township Seventy-seven (77) North of Range Twenty-eighth (28) West of the 5th P.M., Madison County, Iowa, also an undivided one eight (1/8) interest in Lot Five (5), Block Four (4), Original Town of Fort Des Moines, Des Moines, Iowa,

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, unto the said second party, her 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, her heirs, successors or assigns, the sum of Two Thousand One Hundred and Twenty-five Dollars (\$2,125.00) on the 15th day of March, A.D. 1938, (with the privilege of paying any amount of principal on any interest paying date provided sixty days' notice in writing by given to said second party of intention to make such payment) with interest at the rate of six per centum per annum, payable semiannually, according to the tenor and effect of one certain promissory note of the said first party, bearing even date herewith, payable at office or residence of said second party in the City of Des Moines, Polk County, 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 Dollars; and shall deliver the insurance policies and all renewal receipts to the 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 party the amount paid therefor, with interest at seven 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

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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 costs shall also include the cost of an abstract of title to said premises with seven 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. IN TESTIMONY WHEREOF, We have hereunto set our hands this 13 day of November, 1935.

Elsie C. Van Winkle
Kingsland Van Winkle

STATE OF NORTH CAROLINA)
(SS:
COUNTY OF BUNCOMBE)

On this 13th day of November, A.D. 1935, before me, the undersigned, a Notary Public in and for County of Buncombe, State of North Carolina, personally appeared Elsie C. Van Winkle and Kingsland Van Winkle, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Witness my official signature above written.



Virginia Whitfield
Notary Public in and for said County and State.

My commission expires: August 13, 1936.

Filed for record the 12 day of