

Mortgage Record, No. 87, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA B88582 (1)

MORTGAGE

Fred & Nona Eyerly
TO

Charles Rowe

Filed for record the 28th day of February

A. D. 1935, at 8:10 o'clock A. M.

#598

Valda C. Bishop, Recorder.

By , Deputy.

Recording fee, \$ 1.00



THIS MORTGAGE, Made the 27th day of February 1935, by and between
Fred Eyerly and Nona Eyerly, husband and wife
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
Charles Rowe
hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of
Two Hundred Fifty & 00/100 (\$ 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:

Lots Five (5), Eight (8), Nine (9) and Ten (10), and North Half
(N $\frac{1}{2}$) Lot Six (6), in Block Seventeen (17), West Addition to the
City of Winterset, Iowa; and also
The Garage Building now located upon Lot Seven (7) and the East
Half (E $\frac{1}{2}$) of Lot Six (6) in Block Thirteen (13), West Addition
to the City of Winterset, Iowa. to be moved upon the Lots first
herein mentioned.

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
28th day of March 1936
Max A. Reed
Witnessed by Pearl E. Shetler, 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 interests known as dower, or however else, 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 & 00/100 (\$ 250.00) Dollars, on the 1st day
of March A. D. 1936,

with interest according to the tenor and effect of the one certain promissory note without coupons
attached, of the said Fred Eyerly and Nona Eyerly, husband and wife Iowa.

bearing even dates with these presents; principal and interest payable at the office of Charles Rowe, Winterset,
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 their insurable 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 so 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.

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 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 applica-
tion of the plaintiff, without any notice whatever, 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 rent-
ing 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 any one 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.

Fred Eyerly

Nona Eyerly

STATE OF IOWA, MADISON COUNTY, SS.

On the 27th day of February A. D. 1935, before the undersigned, a Notary Public in and for said
County, came Fred Eyerly and Nona Eyerly, husband and wife

to me personally known to be the identical persons whose name are subscribed to the foregoing
mortgage as maker s thereof, and acknowledged the execution of the same to be their voluntary act and
deed.

Witness my hand and notarial seal, the day and year last above written.

W. T. Guiher

Notary Public in and for Madison County, Iowa.

