

Mortgage Record, No. 86, Madison County, Iowa

Lawrence N. Kimball & Wife

#1285

Filed for record the 6 day of
April A.D. 1936 at 10:55 o'clock
A.M.

To

Fee \$1.90 ✓

Valda C. Bishop, Recorder
Pearl E. Shetterly, Deputy

Mrs Bessie Corkill

M O R T G A G E

THIS INDENTURE, Made the 1st day of April A.D. Nineteen Hundred and thirty-six between Lawrence N. Kimball and Gillie E. Kimball husband & wife of Madison County, and State of Iowa of the first part, and Mrs Bessie Corkill of Madison County, State of Iowa of the second part, WITNESSETH: That the said parties of the first part, for the consideration of Eight Hundred Dollars, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, her heirs and assigns forever, the following described real estate, lying and being situated in the County of Madison and State of Iowa, to-wit:

Lots six and seven, Block One, of Adkison's Addition to the City of Winterset, Iowa, and a tract of land described as follows:- Commencing at the south-west corner of said Lot Seven, running thence West 24 $\frac{3}{4}$ feet, thence north 132 feet, thence east 24 $\frac{3}{4}$ feet, thence south 132 feet to the place of beginning

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said second party and to her heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from any incumbrances, and they will WARRANT AND DEFEND THE TITLE unto the said party of the second part, her heirs and assigns, against all persons whomsoever lawfully claiming the same; PROVIDED ALWAYS, and these presents are upon this express condition, that if the said Lawrence N. Kimball & Gillie E. Kimball, their heirs, executors, or administrators, shall pay, or cause to be paid, to the said Mrs Bessie Corkill, her ~~heirs~~ ^{and} executors, and administrators, or assigns, the sum of Eight Hundred Dollars with interest thereon at 6% per annum payable as follows; Fifteen Dollars on the first day of May 1936 and Fifteen Dollars or multiples thereof on the first day of each month thereafter until the entire amount, with interest, has been fully paid. Interest shall be computed on each payment made hereunder, to the first day of January following its payment at 6%, and interest shall also be computed on the principal ~~plus~~ sum hereunder, at the same time, and from the principal plus interest shall be deducted the sum of the payments plus interest and the amount remaining shall be the principal for the ensuing year, with interest thereon according to the tenor and effect of the one promissory note of the said Lawrence N. Kimball & Gillie E. Kimball payable to Mrs. Bessie Corkill bearing even date herewith then these presents to be void, otherwise to remain in full force.

And it is further agreed, if default shall be made in the payment of said sums of money or any part thereof, principal or interest, or if the taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same are due and payable, then the whole indebtedness shall become due, and the said party of the second part, heirs or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note together with all interest and costs, and all taxes and assessments accrued on said real estate, together with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate. No payment herein provided for shall be deemed delinquent or past due if the sum of all payments made shall equal or exceed the sum of the payments due and accrued nor shall any payment be considered past due if paid on or before the 10th of the month in which it falls due.

And Gillie E. Kimball wife of the said Lawrence N. Kimball hereby relinquishes her right of dower in the real estate herein mentioned, subject to the above reservations and conditions. IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

Lawrence N. Kimball
Gillie E. Kimball

For Release of unrecorded Mortgage see
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J. H. WELCH PRtg. CO., DES. MOINES 7116

STATE OF IOWA,)
MADISON COUNTY) SS.

BE IT REMEMBERED, that on the 1st day of April A.D. 1936, before the undersigned J.W. McKee, a notary public in and for said County, came Lawrence N. Kimball and Gillie E. Kimball husband and wife, to me personally known to be the identical persons whose names are subscribed to the foregoing deed as grantors, and acknowledged the instrument to be their voluntary act and deed, and that they executed the same for the purposes herein mentioned. Witness my hand and notarial seal the day and year ~~1936~~ above written.

NOTARIAL
SEAL

J.W. McKee
Notary Public in and for Madison County,
Iowa.