

Mortgage Record No. 85, Madison County, Iowa

JENKINS & PERKMAN CO., WATERLOO, IOWA, 1915

Amos Kingery
TO
C.A. Hamilton
Filed for record the 18 day of April
A. D. 1936, at 8:20 o'clock A. M.
#1510 Valda C. Bishop, Recorder.
By Pearl E. Shetterly, Deputy.
Recording Fee, \$.80

THIS MORTGAGE, Made the 24th day of March 1936, by and between
Amos Kingery (a Single man,)
of Madison County, and State of Iowa, hereinafter called the mortgagor, and
C.A. Hamilton hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Eight Hundred and no/100 (\$ 800.00) DOLLARS
paid by the mortgagee, do hereby convey to the mortgagee her heirs and assigns, forever, the following tracts of land in the County
of Madison, State of Iowa, to-wit:

The North one-half of the Northeast Quarter of the
Southwest Quarter of Section 12-74- 27

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
24 day of April 1939

Witnessed By C. A. Hamilton.
Pearl E. Shetterly, Recorder
Milena M. Wade, Deputy.

containing in all 20 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 are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee or her heirs, ~~appurtenances~~, or assigns, the sum of

Eight Hundred and no/100 (\$ 800.00) Dollars

as follows: \$150.00 March 1st. 1937. \$150.00 March 1st. 1938. \$150.00 March 1st 1939
on the day of A. D. 193, \$150.00 March 1st. 1940 \$200.00 March 1st 1941

with interest ~~to be paid~~ of XXXXXXXXXXXXXXXXXXXXXXXXXX, according to the tenor and effect of the five

certain promissory notes, of the said Amos Kingery

bearing even date herewith; principal and interest payable at the office of Security Loan and Title Co., Winterset, Iowa.

Second. That the mortgagor shall keep the buildings on said real estate insured in some responsible company or companies, satisfac-
tory 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 mortgagor shall pay when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortga-
gor fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become in-
volved 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 mortgagor 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 and a receiver may be appointed to
carry out the provisions hereof.

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.

Signed the day and year first herein written.

Amos Kingery

STATE OF IOWA, MADISON COUNTY, ss.
On the 24th day of March A. D. 1936, before me, the undersigned, a Notary Public, in and for
Said County, State of Iowa, personally appeared, ~~AMXX~~
Amos Kingery (a single man) and who executed the
to me personally known to be the identical person whose named in and 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 official seal, the day and year last above written.

J.E. Hamilton

Notary Public in and for Madison County, Iowa.

