

Mortgage Record, No. 86, Madison County, Iowa

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

NOTARIAL

SEAL

Notary Public in and for Union County  
State of Iowa.

My Commission expires July 4, 1936.

F. E. Day

#2611

Filed for record this 20 day of  
June A. D. 1936 at 4:28 o'clock P.M.

To

Fee\$.90 ✓

H. G. Tilton, Adm.

Valda C. Bishop, Recorder

MORTGAGE

This Mortgage, made this 1st. day of June, A. D. 1936, by and between F. E. Day, Single,  
of the County of Union, State of Iowa, hereinafter called the Mortgagors, and H. G. Tilton,  
Administrator with Will Annexed of the estate of J. J. Gaston, Deceased, hereinafter called  
the Mortgagee

Witnesseth: That the Mortgagors, in consideration of the sum of Forty-five Hundred and no/  
100 (\$4500.00) DOLLARS, paid by the Mortgagee, do hereby sell, transfer, and convey to the  
Mortgagee, aforesaid or assigns, the following tracts of land in the County of Madison, State  
of Iowa, to-wit:

Commencing at a point 68 rods North of the Southeast corner of the Northwest  
Quarter (NW $\frac{1}{4}$ ) of Section 29, running thence North 92 rods thence West on the  
Section line 160 rods, thence South to a point 52 rods North of the Southwest  
Corner of the Northwest Quarter, thence in an Easterly direction to the place  
of beginning, all in Township 74 North, Range 26 West of the 5th P. M., Iowa.

containing in all 100 acres, with all appurtenances thereto belonging; and also all the rents  
issues, use, and profits of said land and the crops raised thereon from now until the debt  
secured hereby shall be paid in full

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and  
hereby expressly waive the platting and recording of homestead in case of foreclosure and

36 Backman & Charles D. Van Norden  
For Release of Unrecorded Mortgage  
Mortgage Record 88 Page 414

## Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH, PRINTER, CO., DES MOINES, IOWA

sale thereunder, and agree that said premises may be sold in one tract at such foreclosure sale.

TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee, or assigns, the sum of Forty-five Hundred and no/100 (\$4500.00) DOLLARS on the 1st, day of March, A. D. 1941, with interest according to the tenor and effect of the One certain promissory note of the said F. E. Day which note is to draw interest from March 1st, 1936, the date on which possession of the land was given the mortgagor, this mortgage being part of the purchase price. dated June 1, 1936, principal and interest payable at the office of Farmers & Merchants National Bank of Winterset, Iowa.

It is further agreed 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.

The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises, and interest on all prior liens, if any, as the same become due; if Mortgagors fail either to pay such taxes or interest 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, and shall also secure all money advanced for taxes, interest, and 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.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument without any preference priority, or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee, or assigns, filling a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of 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 application 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; 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.

And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees 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.

F. E. Day.

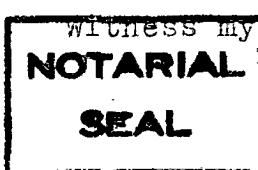
**For Release of annexed Mortgage**  
**Mortgage Record 87 Page 624**

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES, IOWA

STATE OF IOWA )  
MADISON COUNTY, ) SS.

On this 18 day of June A. D. 1936 before me, the undersigned, a Notary Public in and for Madison County, personally appeared F. E. Day, single to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Witness my hand and Official Seal the day and year last above written.

William S. Inlow  
Notary Public in and for Madison County, Iowa.

26