Mortgage Record, No. 87, Madison County, Iowa

C.E.Cair & Mary E. Cain	Filed for Record the 24 day of July	193 6
	at 4:35 o'clock P. M.	
ТО		
Union State Bank	#3064 Valda C. Bishop	Recorder.
Winterset, Iowa	By Pearl E. Shetterly Recording fee, \$ 1.50	Deputy.
	n, husband and wife, of Winterset	
	and State of Iowa, party of the first part, N	
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Medison County, , Iowa, part		
WITNESSETH: That the said party of the first part for a Seventeen Hundred Fifty	and in consideration of the sum of	O DOLLAR
aid by the said party of the second part, the receipt of which is	s hereby acknowledged, does hereby grant, bargain, sell and convey wing described real estate, situated in the County of	unto the sai
Lot Two (2) Block Twe	nty-one (21) original town of Winterset,	Iowa,
The mortgages (a corporation) in the annexed mortgated and I, the executing		
by authority of the Board of Directors of said corporation	in Slot Bank Whisterest, one	
Marill ite Cashier Browned in	my presence by L. Ball	
a corporation.	of said mon State Stary	
Tearl E. Shetterly	Wilne M. Wade - Boute	-
the all appropriates therete belonging and also all the rents	issues, use and profits of said land, including all crops matured at	nd unmatur
fee of the premises aforesaid; that the said premises are free at le thereto against the lawful claims of all persons whomsoever Provided, however, that if the first party shall pay or caus Seventeen Hundred Fifty the 18th day of July A. the interest according to the tenor and effect of one Mary E. Cain, husband and wife even date herewith, payable to Union State Bank, dall such sums of money as may be advanced by the party of the said premises are free at least and premises are free	se to be paid to the second party, its heirs, successors or assign D. 19 41, at Union State Bank, Winterset, promissory note of the said C.E.Cain and Se,	nd defend to s the sum S DOLLAN IOWa,
First party for themselves and their heirs, executors, administirs, successors and assigns, as follows: First. To pay or cause to be paid the principal sum and interest above spechall costs and expenses of collection, if any there shall be, and any costs, or priority of this mortgage, or in foreclosing the same or in defending any activation of the same of the defense of the same shall become deling. Third. To keep the buildings erected thereby before the same shall become deling. Third. To keep the buildings erected thereon or at any time hereafter erected than two-thirds of their actual value, loss, if any, payable to second party, or pay the premium for such insurance when the policies are issued, and to defend the premium for such insurance when the policies are issued, and to defend the premium for such insurance when the policies are issued, and to defend the premium for permit waste of the premises hereby mortgaged, nor use or allow same. Fifth. That should first party fail to pay said taxes, charges or assessments are used for any unlawful purpose, then the second party may pay such taxes be used for any unlawful purpose, then the second party may pay such taxes here of improvements or use of said property for any unlawful purposes seven per cent per annum from the date of such payments, and all such experiments as the principal sum hereby secured. Sixth. And it is further agreed between the parties hereto that if default shinterest, as the same matures or if first party allows the taxes or assessments over or suffer to be removed any buildings, fences, or other improvements operty, or that may hereafter at any time be placed thereon, in good repair, of or damage by fire and lightning and tornado, payable as above provided; or of or any renewals thereof, to second party, or its assigns; or use or permit perty shall be diminished; or if any suit be brought by any person, affecting it in case of foreclosure of this mortgage for any cause, the holder of same shading foreclosure, sale and redemption, and	ten or may hereafter be levied or assessed upon or against the said premises or any quent, and upon said property, insured against loss or damage by fire, lightning and tornar its successors or assigns, such insurance to be obtained in a company satisfactory eliver such policies and all renewals to second party, error on upon or hereafter erected on the said premises in good condition and reto be used for any unlawful purpose. If or to effect and maintain said fire and tornado insurance or suffer waste or perise, charges and assessments, may purchase insurance, may redeem from tax sale, may and any moneys so expended shall be repaid to second party, its successors or assignatives shall be secured by this mortgage and shall be collectible as a part of a shall be made in payment of the debt secured by this mortgage, or any part thereof, to so or other charges on the said mortgaged property, or any part thereof, to become therefrom; or fail to keep said buildings, fences and all other improvements that is a fail to keep the buildings now erected, or hereafter to be erected on said property fail to keep the buildings now erected, or hereafter to be erected on said property fail to any the insurance premiums when the contemplated policies are issued; or fail to keep the buildings and the contemplated policies are issued; or fail any manner, the title of first party, or wherein a lien is claimed superior to intingencies, at the option of second party, or its assigns, the whole indebtedness sect assigns may proceed at once, or at any time later, to foreclose this mortgage.	rred to, togethes, in maintaining part thereof, of the second party of the second part
First party for themselves and their heirs, executors, administrs, successors and assigns, as follows: First. To pay or cause to be paid the principal sum and interest above special costs and expenses of collection, if any there shall be, and any costs, controity of this mortgage, or in foreclosing the same or in defending any activation of this mortgage or the debt secured thereby before the same shall become deling this mortgage or the debt secured thereby before the same shall become deling Third. To keep the buildings erected thereon or at any time hereafter erected than two-thirds of their actual value, loss, if any, payable to second party, on pay the premium for such insurance when the policies are issued, and to do the premise of the premises hereby mortgaged, nor use or allow same Fifth. That should first party fail to pay said taxes, charges or assessments or used for any unlawful purpose, then the second party may pay such taxes removal of improvements or use of said property for any unlawful purposes, there is a second party may pay such taxes removal of improvements or use of said property for any unlawful purposes. Sixth. And it is further agreed between the parties hereto that if default shinterest, as the same matures or if first party allows the taxes or assessments ove or suffer to be removed any buildings, fences, or other improvements overty, or that may hereafter at any time be placed thereon, in good repair, or damage by fire and lightning and tornado, payable as above provided; or interest, or any renewals thereof, to second party, or its assigns; or use or permit perty shall be diminished; or if any suit be brought by any person, affecting court notice immediately become due and collectible; and the second party or its Seventh. It is further agreed that the tents, issues, and profits of said real in case of foreclosure of this mortgage for any cause, the holder of same shalling foreclosure, sale and redemption, and to collect the rents of said real estimated and collectible; and the sec	iffied, or as set out in the certain promissory note or notes hereinbefore refer charges or attorney's fees incurred and paid by second party, its successors or assign on affecting the title to said property. In or may hereafter be levied or assessed upon or against the said premises or any quent. In or may hereafter be levied or assessed upon or against the said premises or any quent. In or not said property, insured against loss or damage by fire, lightning and tornar its successors or assigns, such insurance to be obtained in a company satisfactory eliver such policies and all renewals to second party. In or to effect and maintain said fire and tornado insurance or suffer waste or peris, charges and assessments, may purchase insurance, may redeem from tax sale, may and any moneys so expended shall be repaid to second party, its successors or assign ditures shall be secured by this mortgage and shall be collectible as a part of a said property or fail to keep said buildings, fences and all other improvements that for fail to keep the buildings now erected, or hereafter to be erected on said property fail to pay the insurance premiums when the contemplated policies are issued; or fail to keep the buildings now erected, or hereafter to be erected on said property fail to any the insurance premiums when the contemplated policies are issued; or fail to keep the buildings now erected, or hereafter to be erected on said property fail to any the insurance premiums when the contemplated policies are issued; or fail to keep the buildings now erected, or hereafter to be erected on said property fail to any unlawful purpose, or do any other act whereby the said property to be used for any unlawful purpose, or do any other act whereby the name of the payment of said debt, interest, attorney feel all be entitled to have a receiver appointed to take possession of said property, retate and apply the net profits to the payment of said debt and interest and costs waives the privileges and rights which are afforded by the	rred to, togeth is, in maintaining part thereof, of the interest of the intere
First party for themselves and their heirs, executors, administrs, successors and assigns, as follows: First. To pay or cause to be paid the principal sum and interest above special costs and expenses of collection, if any there shall be, and any costs, controlled to this mortgage, or in foreclosing the same or in defending any activation of this mortgage or the debt secured thereby before the same shall become deling this mortgage or the debt secured thereby before the same shall become deling this mortgage or the debt secured thereby before the same shall become deling that the premium for such insurance when the policies are issued, and to do pay the premium for such insurance when the policies are issued, and to do pour the premium for such insurance when the policies are issued, and to do pour the premium that the premises hereby mortgaged, nor use or allow same with the premium that the premium for such insurance when the second party may pay such taxes be used for any unlawful purpose, then the second party may pay such taxes removal of improvements or use of said property for any unlawful purposes seven per cent per annum from the date of such payments, and all such experimer as the principal sum hereby secured. Sixth. And it is further agreed between the parties hereto that if default sinterest, as the same matures or if first party allows the taxes or assessments ove or suffer to be removed any buildings, fences, or other improvements over that may hereafter at any time be placed thereon, in good repair, or damage by fire and lightning and tornado, payable as above provided; or it every shall be diminished; or if any suit be brought by any person, affecting it case of foreclosure of this mortgage for any cause, the holder of said coal in case of foreclosure of this mortgage for any cause, the holder of same shall in case of foreclosure of this mortgage for any cause, the holder of same shall in case of foreclosure of this mortgage for any cause, the holder of same shall in case of foreclosure and co	diffied, or as set out in the certain promissory note or notes hereinbefore refer charges or attorney's fees incurred and paid by second party, its successors or assign on affecting the title to said property. The or may hereafter be levied or assessed upon or against the said premises or any quent. The or may hereafter be levied or assessed upon or against the said premises or any quent. The or its successors or assigns, such insurance to be obtained in a company satisfactory eliver such policies and all renewals to second party. The or to elice and maintain said fire and tornado insurance or suffer waste or perise, charges and assessments, may purchase insurance, may redeem from tax sale, may and any moneys so expended shall be repaid to second party, its successors or assign ditures shall be secured by this mortgage and shall be collectible as a part of a solution of the debt secured by this mortgage, or any part thereof, as or other charges on the said mortgaged property, or any part thereof, to become therefrom; or fail to keep said buildings, fences and all other improvements that for fail to keep the buildings now erected, or hereafter to be erected on said property in any manner, the title of first party, or wherein a lien is claimed superior to thingencies, at the option of second party, or its assigns, the whole indebtedness sect as assigns may proceed at once, or at any time later, to foreclose this mortgage. The estate are hereby pledged as security for payment of said debt, interest, attroney feather and apply the net profits to the payment of said debt and interest and costs waives the privileges and rights which are afforded by the homestead statutes of the cured, and in case of the foreclosure of this mortgage for any cause, the premited to the day and year first above written.	rred to, togethes, in maintaining part thereof, of the condition of the second part, and not repair, and not repair, and not repair, and not repair, and in the same, either principle delinquent; of the value of saithing mortgage or the value of saithing mortgage or the value of saithing mortgage or the same costs, and and persona of the suit after the same of the suit after the same of t
First party for themselves and their heirs, executors, administrs, successors and assigns, as follows: First. To pay or cause to be paid the principal sum and interest above specific all costs and expenses of collection, if any there shall be, and any costs, controity of this mortgage, or in foreclosing the same or in defending any activation of this mortgage or the debt secured thereby before the same shall become deling this mortgage or the debt secured thereby before the same shall become deling that two-thirds of their actual value, loss, if any, payable to second party, or pay the premium for such insurance when the policies are issued, and to do a policy of the premises hereby mortgaged, nor use or allow same in the premit waste of the premises hereby mortgaged, nor use or allow same in the property of the payable taxes or assessments ove or suffer to be removed any buildings, fences, or other improvements over the property of the payable as above provided; or damage by fire and lightning and tornado, payable as above provided; or damage by fire and lightning and tornado, payable as above provided; or doubt notice immediately become due and collectible; and the second party or in Seventh. It is further agreed that the tents, issues, and profits of said real in case of foreclosure of this mortgage for any cause, the holder of same shalling foreclosure, sale and redemption, and to collect the rents of said real eding foreclosure, sale and redemption, and to collect the rents of said real eding foreclosure as and proceedings. Eighth. It is further agreed and the party of the first part hereby expressly we received may be offered for sale as one tract.	iffied, or as set out in the certain promissory note or notes hereinbefore refer charges or attorney's fees incurred and paid by second party, its successors or assign on affecting the title to said property. In or may hereafter be levied or assessed upon or against the said premises or any quent. In or may hereafter be levied or assessed upon or against the said premises or any quent. In or not said property, insured against loss or damage by fire, lightning and tornar its successors or assigns, such insurance to be obtained in a company satisfactory eliver such policies and all renewals to second party. In or to effect and maintain said fire and tornado insurance or suffer waste or perise, charges and assessments, may purchase insurance, may redeem from tax sale, may and any moneys so expended shall be repaid to second party, its successors or assign didures shall be secured by this mortgage and shall be collectible as a part of a said to the charges on the said mortgaged property, or any part thereof, to become the said in payment of the debt secured by this mortgage, or any part thereof as or other charges on the said mortgaged property, or any part thereof, to become therefrom; or fail to keep said buildings, fences and all other improvements that for fail to keep the buildings now erected, or hereafter to be erected on said property fail to pay the insurance premiums when the contemplated policies are issued; or fail to have the suid mortgage and shall purpose, or do any other act whereby to in any manner, the title of first party, or wherein a lien is claimed superior to intingencies, at the option of second party, or its assigns, the whole indebtedness sect the sasigns may proceed at once, or at any time later, to foreclose this mortgage. In a content of the debt secured by the homestead statutes of the cured, and in case of the foreclosure of this mortgage for any cause, the premise the day and year first above written. In a content of the day and year first above written. In a content of the da	rred to, togeth is, in maintaining part thereof, of the condition of the second party and the second party are now on said, insured again, and to deliver suche value of said this mortgage of the suit after suit and persona of the suit after s
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First party for themselves and their heirs, executors, administrs, successors and assigns, as follows: First. To pay or cause to be paid the principal sum and interest above specth all costs and expenses of collection, if any there shall be, and any costs, or priority of this mortgage, or in foreclosing the same or in defending any active Second. To pay all taxes, assessments and other charges which are now a lithis mortgage or the debt secured thereby before the same shall become deling Third. To keep the buildings erected thereon or at any time hereafter erectes than two-thirds of their actual value, loss, if any, payable to second party, or pay the premium fôr such insurance when the policies are issued, and to do Fourth. To keep all improvements, including fences, and all appurtenances the mait or permit waste of the premises hereby mortgaged, nor use or allow same Fifth. That should first party fail to pay said taxes, charges or assessments be used for any unlawful purpose, then the second party may pay such taxes removal of improvements or use of said property for any unlawful purposes seven per cent per annum from the date of such payments, and all such experince and the principal sum hereby secured. Sixth. And it is further agreed between the parties hereto that if default si interest, as the same matures or if first party allows the taxes or assessments nove or suffer to be removed any buildings, fences, or other improvements or or damage by fire and lightning and tornado, payable as above provided; or is eventy, or that may hereafter at any time be placed thereon, in good repair, or is or damage by fire and lightning and tornado, payable as above provided; or is or damage by fire and lightning and tornado, payable as above provided; or is or damage by fire and lightning and tornado, payable as above provided; or is ordered and the party of the first part hereby expressly we conclude the costs of such proceedings. Fighth. It is further agreed that the kents, issues, and profits of said real times an	iffied, or as set out in the certain promissory note or notes hereinbefore refer tharges or attorney's fees incurred and paid by second party, its successors or assign on affecting the title to said property. en or may hereafter be levied or assessed upon or against the said premises or any quent. ed upon said property, insured against loss or damage by fire, lightning and tornar rits successors or assigns, such insurance to be obtained in a company satisfactory eliver such policies and all renewals to second party. ereto now upon or hereafter erected on the said premises in good condition and re to be used for any unlawful purpose. d, or to effect and maintain said fire and tornado insurance or suffer waste or peris, charges and assessments, may purchase insurance, may redeem from tax sale, may and any moneys so expended shall be repaid to second party, its successors or assign ditures shall be secured by this mortgage and shall be collectible as a part of a said may money so expended shall be repaid to second party, its successors or assign so or other charges on the said mortgaged property, or any part thereof, to become therefrom; or fail to keep said buildings, fences and all other improvements that so refail to keep the buildings now erected, or hereafter to be erected on said property fail to pay the insurance premiums when the contemplated policies are issued; or fail said property to be used for any unlawful purpose, or do any other act whereby to in any manner, the title of first party, or wherein a lien is claimed superior to intingencies, at the option of second party, or its assigns, the whole indebtedness sect as assigns may proceed at once, or at any time later, to foreclose this mortgage. estate are hereby pledged as security for payment of said debt, interest, attorney feated and apply the net profits to the payment of said debt and interest and costs waites the potions of the foreclosure of this mortgage for any cause, the prem date and apply the net profits to the payment of said debt an	rred to, togethes, in maintaining part thereof, of the condition of the second party of the condition of the same of the condition of the same of the condition of the same of the condition of the condition of the same of the condition of the condition of the condition of the same of the condition of the conditi
First party for themselves and their heirs, executors, administers, successors and assigns, as follows: First. To pay or cause to be paid the principal sum and interest above specth all costs and expenses of collection, if any there shall be, and any costs, ce priority of this mortgage, or in foreclosing the same or in defending any active Second. To pay all taxes, assessments and other charges which are now a lithis mortgage or the debt secured thereby before the same shall become deling. Third. To keep the buildings erected thereon or at any time hereafter erectes than two-thirds of their actual value, loss, if any, payable to second party, pay the premium of such insurance when the policies are issued, and to defourth. To keep all improvements, including fences, and all appurtenances the minit or permit waste of the premises hereby mortgaged, nor use or allow same. Fifth. That should first party fail to pay said taxes, charges or assessments be used for any unlawful purpose, then the second party may pay such taxes removal of improvements or use of said property for any unlawful purposes seven per cent per annum from the date of such payments, and all such experiments as the same matures or if first party allows the taxes or assessments nove or suffer to be removed any buildings, fences, or other improvements perty, or that may hereafter at any time be placed thereon, in good repair, or sor damage by fire and lightning and tornado, payable as above provided; or icies, or any remewals thereof, to second party, or its assigns; or use or permit perty shall be diminished; or if any suit be brought by any person, affecting ecting in any manner its validity, then upon the happening of any of said contout notice immediately become due and collectible; and the second party or its Seventh. It is further agreed that the tents, issues, and profits of said real estimating all the costs of such proceedings. Eighth. It is further agreed and the party of the first part hereby expressly we existly agreeing that the said p	iffied, or as set out in the certain promissory note or notes hereinbefore refetcharges or attorney's fees incurred and paid by second party, its successors or assign on affecting the title to said property. Sen or may hereafter be levied or assessed upon or against the said premises or any quent. Set upon said property, insured against loss or damage by fire, lightning and tornar its successors or assigns, such insurance to be obtained in a company satisfactory eliver such policies and all renewals to second party. Serteto now upon or hereafter erected on the said premises in good condition and reto be used for any unlawful purpose. Solventy of the feet and maintain said fire and tornado insurance or suffer waste or peris, charges and assessments, may purchase insurance, may redeem from tax sale, may and any moneys so expended shall be repaid to second party, its successors or assign dittures shall be secured by this mortgage and shall be colletible as a part of a solventy of the said mortgage of the said mortgage and shall be colletible as a part of a solventy of the said mortgage of the said mortgage and shall be colletible as a part of a solventy of the said mortgage of the said mortgage of the said mortgage. Or any part thereof, to become therefrom; or fail to keep the buildings now erected, or hereafter to be erected on said property for a said property to be used for any unlawful purpose, or do any other ast whereby it any manner, the title of first party, or wherein a lien is claimed superior to it in any manner, the title of first party, or wherein a lien is claimed superior to it in any manner, the title of first party, or wherein a lien is claimed superior to it in any manner, the title of first party or wherein a lien is claimed superior to it in any manner, the title of first party or payment of said debt, interest, attorney fee attended to have a receiver appointed to take possession of said property, retate and apply the net profits to the payment of said debt and interest and costs a valves	rred to, togethes, in maintaining part thereof, of the do in a sum not second party apair, and not the mit said premise enjoin any wasters, with interest and in the same of the suit after the value of sain this mortgage of the same of the suit after the same of the suit after the same of the suit after the same of th
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First party for themselves and their heirs, executors, adminiseirs, successors and assigns, as follows: First. To pay or cause to be paid the principal sum and interest above spect th all costs and expenses of collection, if any there shall be, and any costs, ce priority of this mortgage, or in foreclosing the same or in defending any active Second. To pay all taxes, assessments and other charges which are now a lithis mortgage or the debt secured thereby before the same shall become deling Third. To keep the buildings erected thereon or at any time hereafter erects is than two-thirds of their actual value, loss, if any, payable to second party of pay the premium for such insurance when the policies are issued, and to de Pourth. To keep all improvements, including fences, and all appurtenances the mmit or permit waste of the premises hereby mortgaged, nor use or allow same Fifth. That should first party fail to pay said taxes, charges or assessments be used for any unlawful purpose, then the second party may pay such taxes removal of improvements or use of said property for any unlawful purposes. Sixth. And it is further agreed between the parties hereto that if default si interest, as the same matures or if first party allows the taxes or assessments move or suffer to be removed any buildings, fences, or other improvements operty, or that may hereafter at any time be placed thereon, in good repair, or so or damage by fire and lightning and tornado, payable as above provided; or licies, or any renewals thereof, to second party, or its assigns; or use or permit inceptive, or that may hereafter at any time be placed thereon, in good repair, or so or damage by fire and lightning and tornado, payable as above provided; or is or damage by fire and lightning and tornado, payable as above provided; or is or damage by fire and lightning and tornado, payable as above provided; or so or damage by fire and lightning and tornado, payable as above provided; or is even per some payable to the first party and the second part	iffied, or as set out in the certain promissory note or notes hereinbefore refetcharges or attorney's fees incurred and paid by second party, its successors or assign on affecting the title to said property. Ignor or may hereafter be levied or assessed upon or against the said premises or any quent, and upon said property, insured against loss or damage by fire, lightning—and tornar rits successors or assigns, such insurance to be obtained in a company satisfactory eliver such policies and all renewals to second party. If you upon or hereafter erected on the said premises in good condition and reto be used for any unlawful purpose. If you charges and assessments, may purchase insurance, may redeem from tax sale, may and any moneys so expended shall be repaid to second party, its successors or assign dittures shall be secured by this mortgage and shall be collectible as a part of a sort other charges on the said mortgaged property, or any part thereof sor other charges on the said mortgaged property, or any part thereof sor other charges on the said mortgaged property, or any part thereof is or other charges on the said mortgaged property, or any part thereof is or other charges on the said mortgaged property, or any part thereof is or other charges on the said mortgaged property, or any part thereof is or other charges on the said mortgage, ences and all other improvements that it is not the said property to be used for any unlawful purpose, or do any other act whereby to fail to keep the buildings now erected, or hereafter to be erected on said property is asid property to be used for any unlawful purpose, or do any other act whereby it in any manner, the title of first party, or wherein a lien is claimed superior to intingencies, at the option of second party, or its assigns, the whole indebtedness security assigns may proceed at once, or part in the later, to forcelose this mortgage. **Example 19	rred to, togethes, in maintaining part thereof, of the control of the second party of the control of the contro
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