

Mortgage Record No. 87, Madison County, Iowa

JERKINS & FERGEMANN CO., WATERLOO, IOWA, 1918

Glen Newton & Wife

TO

Pearl Darnall Newerf

Filed for record the 10 day of September

A. D. 1936, at 4:00 o'clock P. M.

#3666

Valda O. Bishop

Recorder.

By Pearl E. Shetterly

Deputy.

Recording Fee, \$.80

THIS MORTGAGE, Made the 18 day of August 1936, by and between

Glen Newton and his wife, Myra Newton

of Madison

County, and State of Iowa, hereinafter called the mortgagors, and

Pearl Darnall-Newerf

hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of ~~Thirteen Hundred Twenty-five and no/100~~ (\$1325.00#) 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:

Lots One (1), Two (2), and Three (3) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and Lots Four (4) and Five (5) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) all in Section Two (2) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., except that part thereof lying East of the East line of said Lot Three (3) and South of a line running parallel with the North line of said Northeast Quarter (NE $\frac{1}{4}$) and running through a point located by commencing at the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Two (2) and running thence West 64 rods, thence South 30 rods and 21 links, thence South 63° West and 14 rods and 17 $\frac{1}{2}$ links.

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 21 day of March, 1940
witnessed by Pearl E. Shetterly
Recorder

more or less

containing in all 10.65 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interest known as dower are hereby conveyed. To be void upon the following conditions:

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

~~Thirteen Hundred Twenty-five~~ (\$ 1325.00#) Dollars

on the 18 day of August A. D. 1939,

with interest at the rate of 5 per cent per annum, payable annually, according to the tenor and effect of the one

certain promissory note, of the said Glen Newton and his wife, Myra Newton

bearing even date herewith; principal and interest payable at the office of Pearl Darnall-Newerf

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 two-thirds their 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 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.

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 mortgagors 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.

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.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Glen Newton

Myra Newton

STATE OF IOWA, MADISON COUNTY, ss.

On the 21 day of August A. D. 1936, before me, the undersigned, a Notary Public, in and for

said

County, State of Iowa,

came Glen Newton

and his wife, Myra Newton

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

WITNESS my hand and official seal, the day and year last above written.

Aletha Alexander

Notary Public in and for Madison County, Iowa.

