

Mortgage Record, No. 86, Madison County, Iowa

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

F.H.Riggle & Wife.

#4104

Filed for record the 17 day of  
October A.D.1936 at 1:55 o'clock  
P.M.  
Valda C. Bishop, Recorder  
Pearl E. Shetterly, Deputy

To

Fee \$.80 ✓

Elizabeth DeLong

M O R T G A G E

THIS INDENTURE, WITNESSETH, that F.H.Riggle and Bessie Riggle, his wife of Madison County, Iowa, parties of the first part, in consideration of the sum of Eight hundred and no/100 (\$800.00) Dollars, do hereby sell and convey unto Elizabeth DeLong of Truro, Iowa, party of the second part, the following described real estate situated in Madison County, Iowa, to-wit:

Lots Nineteen (19) and Twenty (20) in Block Four (4)  
Truro, Iowa, formerly known as Ego, Iowa.

First parties agree to keep the buildings on said property insured for the sum of \$800.00, loss payable to second party as her interest, at ~~the~~ time of loss, may appear. to have and to hold the same unto the second party, <sup>her</sup> heirs or assigns forever, and we warrant the title against the lawful claims of all persons ~~whomsoever~~, Nevertheless to be void upon con-  
dition that the said F.H.Riggle and Bessie Riggle shall pay to the said Elizabeth DeLong / <sup>his</sup> heirs or assigns the sum of Eight hundred and no/100 (\$800.00) Dollars, on the 10th day of October, 1941 according to the tenor and effect of the one promissory notes of the said F.H.Riggle and Bessie Riggle payable to Elizabeth DeLong at Truro Iowa, bearing even date herewith, and drawing interest at five per cent per annum from date, then these presents to be void, other-  
wise to remain in full force.

And if default shall be made in the payment of said sums of money or any part thereof, principal or interest, on this or any prior mortgage when due, or if the taxes assessed on the above described real estate shall remain unpaid for thirty days after the same are due and payable, or if second party so elects, then the whole indebtedness may at the option of said second party, his heirs or assigns, become due, and the said second party, his heirs or assigns, may proceed by foreclosure or any other lawful mode, to make the amount of said notes, together with all interest and costs, and all taxes and assessments accrued on said real estate with eight per cent interest thereon , if paid by second party. And the plaintiff shall be entitled to the rents and profits and have immediate possession of said premises upon commencement of suit.

It is further stipulated and agreed that this indenture is junior and subject to a mortgage of \$.... to This is a first mortgage and that should the said first parties fail to pay the principal , interest, taxes, insurance or any of the payments secured by said mortgage when the same becomes due, the said second party, his heirs or assigns, may pay the same and have and recover the same from the said first parties with interest thereon at five per cent per annum and this mortgage shall stand as security therefor, and second party, or his assigns may declare this mortgage, and the notes secured by it, due at any time he elects, and he can then proceed by foreclosure or any other way he desires to collect this mortgage and the notes secured by it.

And it is further agreed that in case foreclosure is commenced hereon the second party shall have and recover a reasonable attorney's fee, also the cost of an abstract of title to the premises herein described, which shall be included in the judgment in such suit.

That <sup>at</sup> as auxiliary and in aid of foreclosure, the holder of the mortgage debt may, at his option/any time during the pendency of proceedings to foreclose this mortgage, have a receiver appointed by the court having jurisdiction of such foreclosure, or in vacation by the judge of such court, to take possession of said mortgaged premises and rent the same and apply the rents under the direction of the court, to the discharge and payment of the costs of such receivership, foreclosure, mortgaged debt, and any and all other sums secured by this instrument.

~~This is not a binding document until it is filed in full, I hereby release and~~  
~~Witnesed by Pearl E. Shetterly, Deputy Recorder~~  
Elizabeth DeLong  
Witnesed by Pearl E. Shetterly, Deputy Recorder  
August 1943  
This Mortgage having been  
paid in full, I hereby release and  
urge the same of record, this  
24 day of August 1943

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

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

And Bessie Riggle hereby relinquishes her right of dower and homestead in the premises herein described.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 15<sup>th</sup> day of Oct. 1936.

F.H.Riggle  
Bessie Riggle

STATE OF IOWA, MADISON COUNTY, )ss.

On the 15 day of Oct A.D. 1936, before the undersigned I.E.Holmes, a Notary Public in and for said County, personally came F.H.Riggle and Bessie Riggle to me personally known to be the identical persons whose name are subscribed to the foregoing instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

**NOTARIAL**  
WITNESS  
**SEAL**

my hand and Notarial Seal the day and year above written.

I.E.Holmes, Notary Public