

Mortgage Record, No. 86, Madison County, Iowa

Donald Browne & Helen Browne,
his wife.

#42

Filed for record the 3 day of
Jan.A.D.1936 at 4:05 o'clock
P.M.

To

Fee \$1.00 ✓

Valda C. Bishop, Recorder
Pearl E. Shetterly, Deputy

Isabella Faust

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

THAT Donald Browne and Helen Browne, his wife of Madison County, and State of Iowa, in consideration of the sum of Twelve Hundred (\$1200.00) Dollars, in hand paid by Isabella Faust, do hereby SELL AND CONVEY UNTO the said Isabella Faust the following described premises situated in county of Madison and state of Iowa to-wit:

Lot Three (3), Block Three (3), Clanton's Addition of 1888 to the town
of St. Charles, Iowa.

And we hereby covenant with the said Isabella Faust that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and we covenant to warrant and defend said premises against the lawful claims of all persons whomsoever.

And the said Helen Browne hereby relinquishes her right of dower in and to the above described premises; PROVIDED, always, and these presents are upon the express condition that if the said Donald Browne & Helen Browne, their heirs, executors, or administrators, shall pay, or cause to be paid to the said Isabella Faust her executors and administrators or assigns the sum of TWELVE HUNDRED (\$1200.00) Dollars, on the 18th day of December 1937 with interest at 6 per cent, per annum, payable annually from maturity according to the tenor and effect of one promissory note of the said Donald Browne and Helen Browne payable to Isabella Faust, bearing even date herewith then these presents to be void, otherwise to remain in full force.

And the said mortgagors hereby expressly agree; (1) To Pay the interest and principal of said note according to its tenor. (2) Neither to commit or permit waste on said premises. (3) To pay, before delinquent, all taxes and assessments accruing on said land. (4) To pay statutory attorney's fee in case of the commencement of suit for the foreclosure of this mortgage, and expense of abstract of title as costs of suit. (5) That in case of failure to pay any of said taxes or assessments, then the said mortgagee or assigns may pay the same, and the sum so paid, together with interest at the rate of eight per cent per annum, shall be repaid by the mortgagors, and the amount, with said attorney's fees and expense of abstract, be secured by this mortgage; and the said mortgagors hereby further agree that if default shall be made in payment of any interest or principal, or taxes or assessments, or in keeping or performing any of the covenants or agreements herein, then after such default has continued thirty days, the legal holder of said note may, at his election, treat the notes and moneys advanced as due and collectible, but such election, if made, shall be manifested by the commencement of an action to foreclose this mortgage, and not otherwise, and it is further expressly agreed between the parties hereto, that in the event of the commencement of an action to foreclose this mortgage, then the court having jurisdiction of the case shall, at the request of the party of the second part, or assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, at all times after the commencement of the action and during the period allowed by law for redemption of the same, and shall be liable to account only for the net profits thereof. The net profits arising from the renting or cultivating of the lands included in this mortgage shall, under order of court, be applied to the payment of any part of the debt secured thereby, which may remain unpaid after the sale under execution of the lands above described, and the same shall be held under order of court until such sale has been made. (6) That so long as said mortgage shall remain unpaid, said first party shall keep the

For Release of annexed Mortgage see

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

buildings, fences, improvements and betterments now on said premises, or that may be hereafter erected thereon in good repair and condition, and keep them insured in some responsible company or companies; loss, if any, payable to the mortgagee herein for the use and benefit of the legal holder of the note hereby secured in the sum of Twelve Hundred Dollars, and shall deliver the policies or renewal receipts therefor to said mortgagee, and if said mortgagors fail to effect such insurance in manner herein agreed then said mortgagee may effect such insurance, and the amount paid therefor shall be recovered from the mortgagors with interest at the rate of eight per cent per annum thereon, and shall be a lien on the foregoing premises under and by virtue of this mortgage.

It is further understood and agreed that if default is made on the payment of any installment of interest on the note secured hereby, or on any of the other agreements herein contained then the principal of said note and all unpaid interest thereon shall bear interest at eight per cent from date of such default.

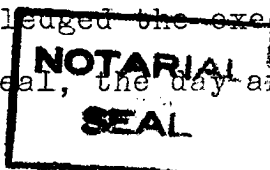
Dated this 18th day of December A.D. 1935.

Signed in the presence of

Donald Browne
Helen Browne

STATE OF IOWA, SS.
Madison County,

On this 3rd day of Jan. A.D. 1936, before the undersigned, Geo. D. Smith, a Notary Public in and for Madison County, Iowa, personally appeared Donald Browne and Helen Browne to me personally known to be the identical persons whose names are affixed to the foregoing instrument as Grantors, and who acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and seal, the day and year last above written.



Geo. D. Smith
Notary Public, Madison County, Iowa.

Helen Marie Storck Smith Bracewell

Age

Filed for record the 6 day of