

## Mortgage Record No. 85, Madison County, Iowa

JENKINS &amp; FERGEMANN CO., WATERLOO, IOWA, 1918

Wilber M. Slayden

Filed for record the 24 day of December

TO

C.C. Guilliems

A. D. 1936, at 1:03 o'clock P. M.

#4945

Valda C. Bishop, Recorder.

By \_\_\_\_\_, Deputy.

Recording Fee, \$ .80 ✓

THIS MORTGAGE, Made the 23rd day of December 1936, by and between  
 Wilber M. Slayden, a single man

of Madison County, and State of Iowa, hereinafter called the mortgagors, and  
 C.C. Guilliems hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Two Hundred (\$200.00) DOLLARS  
 paid by the mortgagee, do hereby convey to the mortgagee his heirs and assigns, forever, the following tracts of land in the County  
 of Madison, State of Iowa, to-wit:

The South Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the South  
 West Fractional Quarter ( $\frac{1}{4}$ ); The East Eight (8) acres of the North Half Half ( $\frac{1}{2}$ ) of  
 the Southeast Quarter ( $\frac{1}{4}$ ) of the Southwest Fractional Quarter ( $\frac{1}{4}$ ); The Southwest Quarter  
 ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southwest Fractional Quarter ( $\frac{1}{4}$ ), and a tract described  
 as follows:

Commencing 12 rods west and 57 rods South of the Northeast corner of the Northeast  
 Quarter ( $\frac{1}{4}$ ) of the Southwest Fractional Quarter ( $\frac{1}{4}$ ), thence West 14 rods, thence South 23 rods  
 thence East 14 rods, thence North 23 rods to the place of beginning Also the East 6 acres  
 of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ); All in Section Thirty Six (36)  
 in Township Seventy Six (76) North, of Range Twenty Six (26) West of the 5th P.M. *La*

*For Release of approved Mortgage  
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containing in all 46 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 his heirs, executors, or assigns, the sum of  
 Two Hundred (\$200.00) Dollars

on the 23 day of December A. D. 1936,

with interest at the rate of 7 per cent per annum, payable annually, according to the tenor and effect of the  
 certain promissory note, of the said Wilber M. Slayden

bearing even date herewith; principal and interest payable at the office of J.F. Johnston's Bank St. Charles, Iowa.

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.

Wilber M. Slayden

STATE OF IOWA, MADISON COUNTY, ss.

On the 23d day of December A. D. 1936, before me, the undersigned, a Notary Public, in and for

Said \_\_\_\_\_ County, State of \_\_\_\_\_, came

Wilber M. Slayden single

to me personally known to be the identical person whose name is subscribed to the foregoing mortgage as maker thereof and acknowledged the execution of the same to be his voluntary act and deed.

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

H.A. Mueller

Notary Public in and for Madison County, Iowa

