

Mortgage Record, No. 88, Madison County, Iowa

George Adkins (widower)

To

James M. Young

#1648

Fee \$.70

Filed for record
April A.D.1937 at 11:55 o'clock
A.M.

Valda C. Bishop . Recorder

M O R T G A G E

FOR THE CONSIDERATION of Thirty-two Hundred Ninety-eight and 26/100 Dollars (\$3298.26) George Adkins (widower) of Madison County, Iowa, first party, hereby convey to James M. Young of Winterset, Iowa, second party, the following real estate, in Madison County, Iowa, described as follows, to-wit:

The West Sixty (W.60) feet of Lot No. Five (5) Block No. Twenty-four (24) Original Town of Winterset.

The said first party hereby warrant the title against all persons whomsoever, and hereby convey all dower and homestead rights, and contingent interests therein.

To be void upon condition that said George Adkins pay said second party, or assigns, Thirty-two Hundred Ninety-eight and 26/100 the sum of /..... Dollars on the 12th day of April A.D.1939. with interest thereon, from April 12th 1937 at the rate of six per cent per annum, payable semi-annually, according to the tenor and effect of the one promissory note of the said George Adkins bearing even date herewith; principal and interest payable at the office of Union State Bank, in Winterset, Iowa, with exchange on New York.

If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

Said first party shall pay, when due, all taxes and assessments upon said property, to whomsoever laid or assessed and including personal taxes. First party shall keep all buildings thereon insured to the satisfaction of said second party in a sum not less than the insurable value, delivering all policies and renewal receipts to said second party, and shall pay, in case of suit, a reasonable attorney's fee, and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party, or assigns, by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one or more of the agreements hereof (including warranty of title), causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions, nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage, and second party, or assigns, shall be, and hereby is, authorized to take immediate possession of all said property, and to rent the same, and shall be held liable to account to first party only for the net profits thereof, and such possession for said 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 second party, or assigns, in the collection of said sums by foreclosure or otherwise.

All money paid by second party, or assigns, for insurance or taxes shall bear interest

*Assignment of Unrecorded Mortgage to
James M. Young
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*This Mortgage having been
paid in full, I hereby release and
discharge the note of record, this
22 day of August 1939
Fred J. Ford, Witnessed By Paul E. Chetney Recorder*

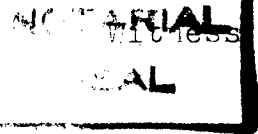
at the rate of eight per cent per annum, payable semi-annually, and be a lien on said land under this mortgage.

Dated this 13th day of April 1937.

George Adkins

State of Iowa, County of Madison, ss.

On this 13 day of April A.D.1937, before the undersigned, a Notary Public in and for said county, personally appeared George Adkins (widower) to me personally known to be the identical person named in and who executed the foregoing mortgage as grantor, and acknowledged said instrument and the execution thereof to be his voluntary act and deed.



Witness my hand and Notarial Seal, by me affixed the day and year last above written.

Jno N. Hartley
Notary Public in and for said County.