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Mortgage Record, No. 84, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA B86582 (1)

MORTGAGE

Ray Poindexter & Wife

TO

W.T.Guiher

Filed for record the 30 day of December

A. D. 19 37, at 10:30'clock A. M.

#5743

Valda C. Bishop

, Recorder.

By

, Deputy.

Recording fee, \$ 1.00 ✓

THIS MORTGAGE, Made the 30th day of December

19 37 by and between

Ray Poindexter and Marie Poindexter, husband and wife,

of Madison

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

W.T.Guiher

hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of

Five Hundred & 00/100 - - - - - (\$ 500.00- - - -) 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:

Lot Two (2) in Block Eight (8) of Pitzer and Knight's Addition
to the City of Winterset, Iowa.

(The debt secured by this mortgage, to the extent of \$300.00 is secured
by the mortgage recorded on Page 382 of Mortgage Record 65, Madison
County, Iowa, Records)

*This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
21st day of January 1944
W.T. Guiher
Notarized By: Paul E. Gallery
Recorder.*

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

All rights of homestead and contingent interests known as dower, or however else, 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

One Hundred & 00/100

(\$ 100.00

) Dollars, on the 15th day

of January

A. D. 19 39;

One Hundred & 00/100 (\$100.00) Dollars on January 15th,

1940; One Hundred & 00/100 (\$100.00) Dollars on January 15th, 1941; One Hundred & 00/100

(\$100.00) Dollars on January 15th, 1942 and One Hundred & 00/100 (\$100.00) Dollars on

January 15th, 1943,

with interest according to the tenor and effect of the five certain promissory notes with out coupons

attached, of the said Ray Poindexter and Marie Poindexter

bearing even dates with these presents; principal and interest payable at the office of W.T.Guiher, Winterset, 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 their insurable 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 so 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.

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 sums hereby secured to become due and collectible forthwith without notice or demand.

And the mortgagors hereby pledge the rents, issues, and profits of said real property for the payment of said principal sum, interest, attorney's fees, and costs, and
authorize, agree, and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which
said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on applica-
tion of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the
same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said
property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants, and assigns, and in case of the rent-
ing or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on
said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees 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.

Ray Poindexter

Marie Poindexter

STATE OF IOWA, MADISON COUNTY, SS.

On the 30th day of December

A. D. 19 37,

before the undersigned, a Notary Public in and for said

County, came Ray Poindexter and Marie Poindexter, husband and wife,

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

Witness my hand and notarial seal, the day and year last above written. at Winterset, Iowa.

Daniel J. Gallery

Notary Public in and for Madison County, Iowa.

