

NOTARILY PUBLIC IN AND FOR MADISON COUNTY, IOWA.

C.L. Newton and wife, Eva B. Newton #1044
 To Fee \$1.00
 Sarah J. Cox

Filed for the record the 28 day
 February A.D. 1938 at 2:55 o'clock
 P.M.
 Valda C. Bishop Farver, Recorder
 Pearl E. Shetterly, Deputy

M O R T G A G E

THIS MORTGAGE, made this 28th day of February, A.D. 1938, by and between C.L. Newton and Eva B. Newton, husband and wife, of the County of Madison, State of Iowa hereinafter called the Mortgagors, and Sarah J. Cox, hereinafter called the Mortgagee. WITNESSETH: That the Mortgagors, in consideration of the sum of FIFTEEN HUNDRED and no/100 (\$1,500.00) Dollars, paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee, her heirs, executors or assigns, the following tracts of land in the County of Madison, State of Iowa, to-wit:

Commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 36, in Township 76 North, of Range 28, West of the 5th P.M., Iowa, and running thence North 14 rods, thence West 16 rods, thence North 6 rods, thence West 24 rods, thence South 20 rods, thence East 40 rods to Place of Beginning,

(In event of the death of mortgagee during the term of this mortgage first parties agree to pay the debt secured hereby in full in order to settle the estate within the year after mortgagee's death).

containing in all acres, with all appurtenances thereto belonging; and also all the rents, issues, use, and profits of said land and the crops raised thereon from now until the debt secured hereby shall be paid in full.

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and hereby expressly waive the platting and recording of homestead in case of foreclosure and sale thereunder, and agree that said premises may be sold in one tract at such foreclosure sale.

TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee, her heirs, executors or assigns, the sum of Fifteen Hundred and no/100 (\$1,500.00) Dollars, on the 1st day of March, A.D. 1938, with interest according to the tenor and effect of the one certain promissory note of the said C.L. Newton and wife, Eva B. Newton, dated February 28, 1938, principal and interest payable at the office of Security Loan and Abstract Company, of Winterset, Iowa.

It is further agreed 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.

That Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises, and interest on all prior liens, if any, as the same become due; if Mortgagors fail either to pay such taxes or interest, 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, and shall also secure all money advanced for taxes, interest, and insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured to the same extent as if such amounts

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 28 day of February 1938. For Assignment of Annexed Mortgage See 74 Page 623
 Release
 C.L. Newton and wife, Eva B. Newton
 Sarah J. Cox
 Valda C. Bishop Farver, Recorder
 Pearl E. Shetterly, Deputy

Release
 For Assignment of Annexed Mortgage See 74 Page 623
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MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

were a part of the original debt secured hereby, and with 7 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.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument without any preference, priority, or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee, her heirs, executors or assigns, filing a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of 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 application 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; 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.

And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first herein written.

C.L. Newton
Eva B. Newton

STATE OF IOWA, Madison County. ss.

On this 28th day of February, A.D. 1938, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared C.L. Newton and wife, Eva B. Newton, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.

Harry F. Anderson
Notary Public in and for Madison County, Iowa.