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Mortgage Record, No. 84, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA B88582 (1)

MORTGAGE

Mrs. Lillian H. Smith

TO

W.T. Guiher

Filed for record the 12 day of April

A. D. 1938, at 10:10 o'clock A. M.

#2081

Valda C. Bishop Farver, Recorder.

By Deputy.

Recording fee, \$1.00

THIS MORTGAGE, Made the 19th day of April 1938, by and between
Lillian H. Smith, unmarried,
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
Two Hundred & 00/100 - - - - - (\$ 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:

Lot Six (6) in Block Two (2) of the Original Town of Winterset
Madison County, Iowa,

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
20th day of August 1943
H.T. Guiher
Witnessed by
Pearl E. Shively Recorder
Wilma M. Wade Deputy

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
TWO HUNDRED & 00/100 - - - - - (\$ 200.00) Dollars, on the 19th day
of April A. D. 1940,

with interest according to the tenor and effect of the one certain promissory note with out coupons
attached, of the said Lillian H. Smith

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 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 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 renting 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.

Mrs. Lillian H. Smith

STATE OF IOWA, MADISON COUNTY, SS.

On the 19th day of April A. D. 1938, before the undersigned, a Notary Public in and for said

County, came Lillian H. Smith, unmarried,

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 her voluntary act and deed.

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

N.E. Hollen

Notary Public in and for Madison County, Iowa.



Mortgage Record, No. 84, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA B38562 (1)

MORTGAGE

Ida D. Alexander & Husband

TO

Ray Leach

Filed for record the 20 day of April

A. D. 1938, at 8:20 o'clock A. M.

#2108

Valda C. Bishop Farver

Recorder

By

Deputy

Recording fee, \$1.10

THIS MORTGAGE, Made the 23 day of January 1937, by and between

Ida D. Alexander and Ralph Q. Alexander, wife and husband

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

Ray Leach,

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

Three Hundred and 00/100 (\$300.00) 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:

Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-one (21) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16), all in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa

State of Iowa, County of Story, ss.

On the 25 day of January, A.D. 1937, before the undersigned, a Notary Public in and for said County of Story and State of Iowa, came Ralph Q. Alexander 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

G.M. Tollefson

Notary Public in and for Story County, Iowa.

(Notarial Seal)

containing in all 80 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

Three Hundred and 00/100 (\$300.00) Dollars, on the 1st day of March A. D. 1938,

with interest according to the tenor and effect of the one certain promissory note with coupons attached of the said Ida D. Alexander and Ralph Q. Alexander

at the office of Winterset, Iowa. bearing even dates with these presents; principal and interest payable to the Farmers & Merchants National Bank, at

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 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 of 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 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 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 renting 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.

Ida D. Alexander

Ralph Q. Alexander

STATE OF IOWA, Story County, ss.

On the 25 day of January A. D. 1937, before the undersigned, a Notary Public in and for said County of Story and State of Iowa, came Ida D. Alexander and Ralph Q. Alexander

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 their voluntary act and deed.

official

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

Agnes Jacobsen

Notary Public in and for Story County, Iowa.

This Mortgage having been paid in full, I hereby release, and discharge the same of record, 11th day of October, 1938

Ray Leach, Witnessed by Valda C. Bishop, Recorder

