

Louis A. Weisner
Notary Public in and for Cook County, Illinois.

Eva G. Smalley

#3248

Filed for record the 1 day of
July A.D. 1938 at 9:30 o'clock A.M.

To

Fee \$ 1.00

Jessie Clark, Guardian

Valda C. Bishop Farver, Recorder

M O R T G A G E

THIS MORTGAGE, made this 21st day of June A.D. 1938 by and between Eva G. Smalley, single and unmarried, of the County of Los Angeles, State of Cal., hereinafter called the Mortgagors, and Jessie Clark, Guardian of Harold V. Clark and Carl W. Clark, minors, hereinafter called the Mortgagee,

WITNESSETH: That the Mortgagors, in consideration of the sum of SEVEN THOUSAND and no/100 (\$7,000.00) DOLLARS, paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee, her successors or assigns, the following tracts of land in the County of Madison State of Iowa, to-wit:

The South One-third (1/3) of Lot Three (3) in Block Seventeen (17); and

The East 26 feet and 2 inches of Lot Two (2) in Block Twenty-four (24); all in the Original Town of Winterset, Iowa,

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

Partial To Carl W. Clark
For Assignment of Annexed Mortgage See
Mortgage Record 94 Page 591

Release
For Assignment of Annexed Mortgage See
Mortgage Record 97 Page 25

Mortgage Record 97 Page 25
For Assignment of Annexed Mortgage See

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

~~Heirs~~ successors or assigns, the sum of Seven Thousand and no/100 (\$7,000.00) DOLLARS on the 2d day of July, A.D. 1941, with interest according to the tenor and effect of the two certain promissory notes of the said Eva G. Smalley, dated June 21, 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.

The 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 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 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 successors 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.

Eva G. Smalley

STATE OF CALIFORNIA,

SS.

Los Angeles County.

On this 27th day of June, A.D. 1938, before me, the undersigned, a Notary Public in and for Los Angeles County, California, personally appeared Eva G. Smalley, single and unmarried, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act

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

Elena M. Tilton Notary Public

in and for Los Angeles County, California
My Commission expires July 20, 1940.

NOTARIAL SEAL

SEAL