-89

Mortgage Record No. 85, Madison County, Iowa

James A. Smith and	Filed for record the 7 day of July
J. B. Call and wife	A. D. 1938 at 10:10 o'clock A. M.
то	#3319 Valda C. Bishop Farver , Recorder.
John W. Krell	By, Deputy
	7 7 7 00
	J
HIS MORTGAGE. Made the 6 th day of 3	uly 193_8, by and between
	J. B. Call and wife, Emma L. Call
	County, and State of Iowa, hereinafter called the mortgagors, and
John W. Kre	11 hereinafter called the mortgages
'ITNESSETH: That the mortgagor, in consideration of	the sum of Seven Hundred Fifty (\$ 750.00) DOLLARS
id by the mortgagee, do hereby convey to the mortgagee	his heirs and assigns, forever, the following tracts of land in the County
Madison, State of Iowa, to-wit:	
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B SB	
2 37 The Fractional Northwest Qu	· · · · · · · · · · · · · · · · · · ·
Southwest Quarter (SW1) of of Section Thirty-one (31),	in Township Seventy-five
(75) North, of Range Twenty- P. M. Madison County, Iowa	six (26) West of the 5th
P. M., Madison County, 10wa	•
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All rights of homestead and contingent interest known First. That the mortgagors shall pay to the mortgagee	as dower are hereby conveyed. To be void upon the following conditions: or his heirs, executors, or assigns, the sum of
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All rights of homestead and contingent interest known First. That the mortgagors shall pay to the mortgagee Seven Hundred Fifty the 6th day of July th interest at the rate of per cent per annum, tain promissory note—, of the said above named aring even date herewith; principal and interest payable at Second. That the mortgagors shall keep the buildings of the tomortgagee, for the use and security of the mortgagee, licies and renewal receipts. Third. The mortgagors shall pay when due, and before rest fail either to pay such taxes, or promptly to effect such in lived in litigation either in maintaining the security created ortgagee the payment and recovery of all money, costs, experimence paid hereunder; and all such amounts shall constituent of the original debt secured hereby, and with eight per Fourth. A failure to comply with any one or more of the tyment of interest when due, shall, at the mortgagee's option thout notice or demand, and mortgagee shall be, and is heat the same, and shall be held liable to account to mortgagor the notice or demand, and mortgagee shall be, and is heat the same, and shall be held liable to account to mortgagor the notice or retard mortgagee in the collection of said sums by Fifth. And in the event a suit is lawfully commenced to to be considered as a part of the costs of the suit and coll IN WITNESS WHEREOF, signed by the mortgagors,	as dower are hereby conveyed. To be void upon the following conditions: or his heirs, executors, or assigns, the sum of (\$ 750.00) Dollar A. D. 1943, , payable —— annually, according to the tenor and effect of their mortgagers the office of residence of John W. Krell, mortgages, / on said real estate insured in some responsible company or companies, satisfact in a sum not less than two-thirds their value, and deliver to the mortgage the delinquent, all taxes which are, or become, a lien on said premises; if mortgansurance, then the mortgage may do so; and should the mortgage become in disposition by this mortgage, or its priority, then this mortgage shall secure to the mass or advancements incurred or made necessary thereby, as also for taxes of the above conditions of this mortgage, either wholly or in part, including the cent per annum interest thereon, from the date of such payments. The above conditions of this mortgage, either wholly or in part, including the one, cause the whole sumshereby secured to become due and collectible forthwittereby, authorized to take immediate possession of all of said property, and to resonly for the net profits thereof, and such possession for such purpose; shall red that the taking possession thereof as above provided shall in no manner foreclosure or otherwise. To foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney lected in the same manner. the day and year first herein written. James A. Smith
All rights of homestead and contingent interest known First. That the mortgagors shall pay to the mortgage Seven Hundred Fifty the 6th day of July th interest at the rate of 5 per cent per annum, stain promissory note—, of the said ahove named aring even date herewith; principal and interest payable at Second. That the mortgagors shall keep the buildings of the use and security of the mortgagee, licies and renewal receipts. Third. The mortgagors shall pay when due, and before a fail either to pay such taxes, or promptly to effect such in lived in litigation either in maintaining the security created ortgagee the payment and recovery of all money, costs, expensionance paid hereunder; and all such amounts shall constituted in the original debt secured hereby, and with eight per Fourth. A failure to comply with any one or more of the yment of interest when due, shall, at the mortgagee's option thout notice or demand, and mortgagee shall be, and is heart the same, and shall be held liable to account to mortgagor intinue to the end of the year of redemption. It is also agree the payment of interest when due, shall is lawfully commenced the to be considered as a part of the costs of the suit and col IN WITNESS WHEREOF, signed by the mortgagors,	as dower are hereby conveyed. To be void upon the following conditions: or his heirs, executors, or assigns, the sum of (\$ 750.00) Dollars. A. D. 1943, payable —— annually, according to the tenor and effect of their mortgagors in Winterset, Towa. the office of residence of John W. Krell, mortgagea, / on said real estate insured in some responsible company or companies, satisfac in a sum not less than two-thirds their value, and deliver to the mortgage the edelinquent, all taxes which are, or become, a lien on said premises; if mortgansurance, then the mortgage may do so; and should the mortgage become in by this mortgage, or its priority, then this mortgage shall secure to the mess or advancements incurred or made necessary thereby, as also for taxes of the above conditions of this mortgage, either wholly or in part, including the cent per annum interest thereon, from the date of such payments. The above conditions of this mortgage, either wholly or in part, including the cent per annum interest thereof, and such possession for such purpose; shall reed that the taking possession thereof as above provided shall in no manner foreclosure or otherwise. To foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney lected in the same manner. The day and year first herein written. James A. Smith J. B. Call Emma L. Call
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All rights of homestead and contingent interest known First. That the mortgagors shall pay to the mortgagee Seven Hundred Fifty I the 6th day of July Ith interest at the rate of 5 per cent per annum, retain promissory note—, of the said above named aring even date herewith; principal and interest payable at Second. That the mortgagors shall keep the buildings or you mortgagee, for the use and security of the mortgagee, or stail either to pay such taxes, or promptly to effect such in olved in litigation either in maintaining the security created ortgagee the payment and recovery of all money, costs, experity part of the original debt secured hereby, and with eight per Fourth. A failure to comply with any one or more of the syment of interest when due, shall, at the mortgagee's option into the end of the year of redemption. It is also agree the same, and shall be held liable to account to mortgagoe the mortgagee in the collection of said sums by Fifth. And in the event a suit is lawfully commenced the to be considered as a part of the costs of the suit and collin IN WITNESS WHEREOF, signed by the mortgagors, On the 6th day of July Said Co James A. Smith, J. B.	as dower are hereby conveyed. To be void upon the following conditions: or his heirs, executors, or assigns, the sum of (\$750.00) Dollars. A. D. 1943, payable —— annually, according to the tenor and effect of their mortgagers in Winterset, Towa. the office of residence of John W. Krell, mortgagea, on said real estate insured in some responsible company or companies, satisface in a sum not less than two-thirds their value, and deliver to the mortgage the edelinquent, all taxes which are, or become, a lien on said premises; if mortgage is the sum of the mortgage may do so; and should the mortgage become in the bythis mortgage, or its priority, then this mortgage shall secure to the enses or advancements incurred or made necessary thereby, as also for taxes of the apart of the debt hereby secured, to the same extent as if such amounts were cent per annum interest thereon, from the date of such payments. The above conditions of this mortgage, either wholly or in part, including the sum of the sum hereby secured to become due and collectible forthwith the profits thereof, and such possession for such purposes shall reed that the taking possession thereof as above provided shall in no manner foreclosure or otherwise. The contraction of the same manner. James A. Smith J. B. Call Emma I. Call A. D. 1938, before my, the undersigned, a Notary Public, in and for punty, same and Emma L. Call A. D. 1938, before my, the undersigned, a Notary Public, in and for punty, same and Emma L. Call
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All rights of homestead and contingent interest known First. That the mortgagors shall pay to the mortgage Seven Hundred Fifty In the 6th day of July It ith interest at the rate of per cent per annum, or train promissory note—, of the said ahove named earing even date herewith; principal and interest payable at Second. That the mortgagors shall keep the buildings or to mortgagee, for the use and security of the mortgagee, olicies and renewal receipts. Third. The mortgagors shall pay when due, and before ors fail either to pay such taxes, or promptly to effect such in olved in litigation either in maintaining the security created ortgagee the payment and recovery of all money, costs, expessurance paid hereunder; and all such amounts shall constitue to the original debt secured hereby, and with eight per Fourth. A failure to comply with any one or more of the ayment of interest when due, shall, at the mortgagee's option ithout notice or demand, and mortgagee shall be, and is hent the same, and shall be held liable to account to mortgagor intinue to the end of the year of redemption. It is also agreement or retard mortgagee in the collection of said sums by Fifth. And in the event a suit is lawfully commenced the to be considered as a part of the costs of the suit and col IN WITNESS WHEREOF, signed by the mortgagors, TATE OF IOWA, MADISON COUNTY, ss. On the 6th day of July Said Co James A. Smith, J. B. to me personally known to be the mortgage as maker.—thereof and	as dower are hereby conveyed. To be void upon the following conditions: or his heirs, executors, or assigns, the sum of (\$750.00) Dollars A. D. 19843, payable —— annually, according to the tenor and effect of their mortgagors the office of residence of John W. Krell, mortgages, / on said real estate insured in some responsible company or companies, satisfacting a sum not less than two-thirds their value, and deliver to the mortgagee the edelinquent, all taxes which are, or become, a lien on said premises; if mortgansurance, then the mortgagee may do so: and should the mortgagee become in a by this mortgage, or its priority, then this mortgage shall secure to the eness or advancements incurred or made necessary thereby, as also for taxes on the above conditions of this mortgage, either wholly or in part, including the hon, cause the whole sumshereby secured to become due and collectible forthwith each, active the whole sumshereby secured to become due and collectible forthwith ereby, authorized to take immediate possession of all of said property, and to recome the taking possession thereof as above provided shall in no manner of foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney lected in the same manner. The day and year first herein written. James A. Smith J. B. Call Emma L. Call A. D. 1938, before my, the undersigned, a Notary Public, in and for

Notary Public in and for Madison County, Iowa