

Mortgage Record, No. 88, Madison County, Iowa

Commission Expires July 1, 1939

Lena Rogge, Guardian
To

#3547
Fee \$1.20 ✓

Filed for record the 21 day of
July A.D.1938 at 10:45 o'clock
A.M.

Jacob F.Blackman ,Trustee

Valda C. Bishop Farver,Recorder

GUARDIAN'S MORTGAGE

KNOW ALL MEN BY THESE PRESENCE:

That Whereas, on the 31st day of May, A.D.1938, Lena Rogge as guardian of the person and property of Lizzie Fox, a person of unsound mind,filed her petition in the District Court of Dallas County,Iowa, against the said Lizzie Fox, praying for order of said Court directing her to execute a mortgage on real estate owned by Lizzie Fox, a person of unsound mind, and described as follows, to-wit:

20 acres of land in Madison County,Iowa,commencing 40 rods north of the Southwest Corner of the Northwest Quarter of Section 6, Township 77 North, of Range 29 West, of the 5th P.M., Madison County,Iowa; thence running east 80 rods; thence north 40 rods; thence west 80 rods; thence south to place of beginning,

and Whereas, it appearing to the Court that it is necessary for the guardian to borrow the sum of \$500.00 for the use and benefit of her ward and

WHEREAS, on the 9th day of July, A.D., 1938, the said Lena Rogge as guardian of the said

For Release of annotated Mortgage see
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Lizzie Fox, was ordered and directed by the court to borrow the sum of \$500.00 and to execute her guardian's mortgage deed securing her note, on the real estate above described in the sum of \$500.00 with 5% interest, payable annually, due in five years after date with optional payments, and

Whereas it appearing to the court that it would be for the best interest of the estate of Lizzie Fox, a person of unsound mind, to borrow the sum of \$500.00 secured by first mortgage upon the real estate above described for the purpose of having sufficient cash funds to properly care for and maintain said Lizzie Fox.

Now, Therefore, I, Lena Rogge as guardian of the person and property of Lizzie Fox, in consideration of the sum of \$500.00 in hand paid by Jacob F. Blackman as Trustee of the estate of W.B. Kenyon, Deceased, the receipt whereof is hereby acknowledged, and by virtue of the powers in me vested by law and the orders of this Court as such guardian, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said Jacob F. Blackman as Trustee of the estate of W.B. Kenyon, Deceased, the real estate aforesaid with all appurtenances thereto belonging, to have and to hold the same unto the said Jacob F. Blackman as Trustee, his successors and assigns forever, except upon this express condition:

1. That the said Lena Rogge as guardian of the person and property of Lizzie Fox, a person of unsound mind, has promised to pay the said Jacob F. Blackman as trustee the sum of \$500.00 with interest from July 15, 1938, until paid, at the rate of 5% per annum, payable annually, according to the terms of her one promissory note executed by the said ^{guardian} /
2. That said first party further agrees that interest due and unpaid shall draw interest at the rate of 7% and that all taxes and assessments, either general or special, levied upon said real estate shall be paid before delinquent and if not so paid the holder of this mortgage may draw the full amount with interest herein secured, due or may, if he so elects, pay such taxes and assessments and shall be entitled to draw interest at 7% thereon for all of which this mortgage shall stand as security.
3. That said first party further agrees to keep said premises in as good repair as they now are or may be placed at any time in the future.
4. That first party agrees that in the event of the failure to pay either interest or principal when due or to conform and comply with any agreements and conditions herein that the holder of this mortgage may declare the whole amount secured hereby due and collectible at once at the election of the holder hereof, which election may be manifested by the beginning of a suit hereon and not otherwise.
5. In the event of the beginning of a suit to foreclose this mortgage or to enforce any of its terms a reasonable attorney fee and all expenses including abstract of title or continuation thereof, shall be taxed by the Court and included in the judgment and in the decree on foreclosure.
6. Said first party agrees to keep the buildings on said real estate insured against loss or damage either by fire, lightning, highwind and tornado, loss if any payable to the mortgagee as his interest may appear, in a sum not less than \$1,000.00.
7. It is also agreed that in case of default in any respect so that this mortgage can be foreclosed, the mortgagee, his heirs or assigns or successors in office, shall before or on ~~the~~ commencement of an action to foreclose this mortgage or at any time thereafter be entitled to the appointment of a Receiver who shall have the power to take and hold possession of said premises and to rent the same and collect the rents and profits therefrom for the benefit of said mortgagee, his heirs, assigns or successors in office, subject to the orders of this court and no such right shall in any event be barred, forfeited or retarded by reason of judgment, decree or sale in such foreclosure and the right to have such

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receiver appointed on application of the mortgagee shall exist regardless of the fact of the solvency or insolvency of the mortgagor and regardless of the value of said mortgaged premises or the waste, loss and destruction of rents and profits of said mortgaged premises during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense. All the foregoing conditions and agreements being fully performed this conveyance to be void, otherwise to be in full force and effect.

In Testimony Whereof, the party of the first party has hereto set her hand this 15th day of July, A.D., 1938.

Lena Rogge
Guardian of the person and Property of Lizzie Fox,
a person of unsound mind.

STATE OF IOWA)
(SS
DALLAS COUNTY)

Be it remembered that on this 15th day of July, A.D. 1938, before the undersigned, a Notary Public in and for Dallas County, Iowa, personally appeared Lena Rogge as guardian of the person and property of Lizzie Fox, a person of unsound mind, to me personally known to be the identical person whose name is affixed to the foregoing mortgage as mortgagor and acknowledged the execution of the same to be her voluntary act and deed as such guardian. Witness my hand and seal the day and year above written.

(Notarial Seal)

Carl P. Knox
Notary Public in and for Dallas County, Iowa.

STATE OF IOWA, DALLAS COUNTY, SS:

IN THE DISTRICT COURT OF SAID COUNTY.

I, R.R. Jordan, Clerk of the District Court in and for said County and State, do hereby certify that the foregoing mortgage deed executed by Lena Rogge as guardian of the person and property of Lizzie Fox, a person of unsound mind, to Jacob F. Blackman as trustee of the estate of W.B. Kenyon, Deceased, having been by said guardian returned into court for approval and it appearing to the court that said guardian has complied with all requirements as by law and of this court required it is ordered that said mortgage deed of conveyance be and the same was on the 15th day of July, A.D., 1938, approved by said Court.

Witnesseth my hand and seal of said Court hereto affixed at Adel, Iowa, this 15th day of July, A.D., 1938.

(District Court Seal)

R.R. Jordan
Clerk of the District Court of Dallas County,
Iowa.

Filed for record the 26 day of