

Mortgage Record No. ⁸⁴85, Madison County, Iowa

Talley E. and Margaret Johns

Filed for record the 1 day of August

A. D. 1938, at 3:30 o'clock P. M.

TO

Valda C. Bishop Farver, Recorder.

Mary Ellen Burke

By _____, Deputy.

Recording Fee, \$.80

3675

THIS MORTGAGE, Made the 1st day of August 1938, by and between

Talley E. Johns ---

of Madison

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

Mary Ellen Burke, Benson Minnesota hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of One Hundred Fifty 00/100 \$150.00 DOLLARS paid by the mortgagee, do hereby convey to the mortgagee her heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The north one-half of lots five and lot six of block number five of Railroad addition to the original town of Winterset Iowa, The dwelling and out buildings on said above lot

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 interest known as dower are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or her heirs, executors, or assigns, the sum of One hundred fifty 00/100 (\$ 150.00) Dollars on the 1 day of August A. D. 1938, with interest at the rate of 5 per cent per annum, payable --- annually, according to the tenor and effect of the certain promissory note, of the said Talley E. Johns -- bearing even date herewith; principal and interest payable at the office of ---

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 two-thirds their 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 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.

Fourth. 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 sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same, and shall be held liable to account to mortgagors only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney 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.

Talley E. Johns

Margaret Johns

STATE OF IOWA, MADISON COUNTY, ss.

On the 1st day of August A. D. 1938, before me, the undersigned, a Notary Public, in and for

said County, State of Iowa, came

Talley E. Johns and Margaret Johns

(DISTRICT COURT SEAL) 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.

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

P. E. Rose

Clerk of Court Notary Public in and for Madison County, Iowa.