

Mortgage Record, No. 90, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7640

Nina Mabel Hughes & E.L.Hughes

To

Community Nat'l Bank & Trust Co.

#4341

Fee \$90

REAL ESTATE MORTGAGE

Filed for record the 20 day of
September A.D.1938 at 10:35 o'clock
A.M.
Valda C. Bishop Farver,Recorder

KNOW ALL MEN BY THESE PRESENTS:

That we, Nina Mabel Hughes and E.L.Hughes,wife and husband of Marion County and State of Iowa in consideration of the sum of One Thousand and No/100 DOLLARS in hend paid, by Community National Bank & Trust Company of Marion County,and State of Iowa do hereby SELL AND CONVEY unto the said Community National Bank & Trust Company of Knoxville the following de- scribed premises,situated in the County of Madison and State of Iowa, to-wit:

Lot Eight (8) Block Six (6),Shriver's Addition to Winterset, Iowa.
containing acres; also the grantors herein SELL AND CONVEY all future rents,profits and grown or raised on the within described premises during the life of this mortgage. crops,accruing/ and we hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever,except and the grantors herein SELL AND CONVEY all rights of homestead and dower interest therein.

The above sale and conveyance is,however, made upon the following express conditions; that if Nina Mabel Hughes and E.L.Hughes shall pay or cause to be paid, the sum of One Thousand and No/100 Dollars according to the tenor and effect of one certain promissory note described as follows: Note dated September 3, 1938, for One Thousand and No/100 Dollars, due September to the order of said Community National Bank & Trust Company of Knoxville with interest thereon 3,1943 bearing even date herewith,payable/ from September 3, 1938 at the rate of six per cent per annum, payable semi-annually and any and all taxes levied and assessed upon said notes or to the owner or holder of same by reason thereof, then the above sale and conveyance shall be void, but otherwise it shall remain in full force and effect.

And it is hereby agreed, that, if the said mortgagors allow any taxes upon any part of said premises to become delinquent and remain unpaid, or allow any part thereof to be sold for taxes, or fail to insure the buildings on premises in a reliable stock company in an amount equal to two-thirds the value thereof, payable to mortgagee or fail to pay any of the notes herein described or the interest due thereon as the same become due or if the indebted-

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ness, principal or interest, secured by any and all prior mortgages, liens or encumbrances of any kind whatever, on or against said premises, be not paid when due according to the tenor thereof, or commit waste on said premises or if any tax or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause the entire principal sum hereby secured and all interest accrued thereon, at the option of the mortgagee or assigns, to become immediately due and payable and the mortgagee its heirs or assigns, may, without demand or notice upon mortgagors or grantees, proceed at once to foreclose this mortgage. It is further agreed that for the protection of the lien created by this mortgage, the holder of the notes herein described, may pay off any lien or liens on said land, for taxes or otherwise, whether prior or subsequent, that may in any manner affect the title to said premises and any taxes levied against the holder of said notes, for same and the money so paid shall immediately become due and payable and bear interest at 7 per cent, and this mortgage shall stand security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a reasonable attorney's fee, also any expense for the continuation of the abstract of title, all of which shall be included in the judgment in such foreclosure case.

It is also agreed, that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs or assigns, 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 power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, and to enforce collection from the crops grown or raised on the within described premises during the life of this mortgage, for the benefit of said mortgagee, its heirs or assigns, and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of 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 the rents and profits of said mortgaged premises, during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense.

Dated this 18th day of September 1938.

Nina Mabel Hughes
E.L. Hughes

STATE OF IOWA, County of Marion, ss:

On this 19th day of September A.D., 1938, before me Velta Robuck a Notary Public in and for the County of Marion State of Iowa, personally appeared Nina Mabel Hughes and E.L. Hughes to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

SEAL

Velta Robuck