

MATT PARROTT &amp; SONS CO., WATERLOO, IOWA C34774

Glenna G. Stegall, et al

#45

To  
W.T.Guiher

Fee \$ 1.00 ✓

Filed for record the 4 day of  
January A.D.1938 at 11:00 o'clock  
A.M.  
Valda C. Bishop, RecorderM O R T G A G E

THIS MORTGAGE, Made the 29th day of December 1937, by and between Glenna G. Stegall & S.M. Stegall, her husband; James Stegall & Meta Stegall, his wife; Glenn Stegall, single; Harry Stegall & Margaret Stegall, his wife; Goldie Stegall, single and Lloyd Stegall, being the only children of Glenna G. Stegall, of Madison County, and State of Iowa, hereinafter called the mortgagors, and W.T. Guiher hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of One Hundred Fifty and no/100 (\$150.00) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 34, Township 77 North, Range 29 West of the 5th P.M.

The intention being to include the land bequeathed under item seven of the Will of James R. Cox, so as to include the dwelling house and improvements presumed by the testator to be on said 40 acres. 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, or however else, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of One Hundred Fifty and no/100 (\$150.00) Dollars, on the 29th day of December A.D.1938, with interest at the rate of 7 per cent per annum, payable annually according to the tenor and effect of the one certain promissory note with out coupons attached, of the said mortgagors bearing even dates with these presents; principal and interest payable at the office of W. T. Guiher, at Winterset, Iowa.

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 their insurable 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 so 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 ..such payments.

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 sums hereby secured.. to become due and collectible forthwith without notice or demand, and mortgagee shall be, and hereby is, authorized to take immediate possession of all 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

*This Mortgage having been paid in full, I hereby release and discharge the same of record, the 29th day of December 1938*

*Witnessed by Valda C. Bishop, Recorder*

in the collection of said sums by foreclosure or otherwise.

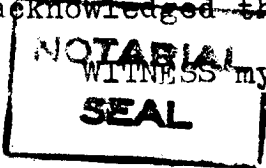
And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written..

Glenna G. Stegall	Meta Stegall	Goldie Stegall
S.M. Stegall	Harry Stegall	Glenn Stegall
James Stegall	Margaret Stegall	Lloyd Stegall

STATE OF IOWA, )  
Madison County, ) SS

On the 3 day of January A.D. 1938, before the undersigned, a Notary Public in and for said County, came/James Stegall & Meta Stegall, his wife; Glenn Stegall, single; Harry Stegall & Margaret Stegall, his wife; Goldie Stegall, single and Lloyd Stegall, being the only children of Glenna G. Stegall, to me personally known to be the identical persons whose names subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.



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

Leonard E. Welch  
Notary Public in and for Madison County, Iowa.