

SEAL

Anna Corman  
Notary Public in and for said County .  
My commission expires on the 4th day of July, 1939.

J.C. Moore Jr. &amp; Wife

#459

To

Fee \$ 1.00

Ed. M. Smith

Filed for record the 24 day of  
January A.D. 1938 at 3:36 o'clock  
P.M.  
Valda C. Bishop, Recorder  
Pearl E. Shetterly, Deputy

M O R T G A G E

THIS MORTGAGE, Made the 1st day of January 1938, by and between J.C. Moore, Jr. and Marion S. Moore, husband and wife, each as an owner and each as the spouse of the other, of Madison County, and State of Iowa, hereinafter called the mortgagors, and Ed. M. Smith, hereinafter called the mortgagee. WITNESSETH:

That the mortgagors, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, an undivided one-half interest in and to the following tracts of land in the County of Madison, State of Iowa, to-wit:

West One-third of Lot Two (2), Block Twenty-three (23), Original Town of Winterset, Iowa,

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 interests 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, All indebtedness now owing from the mortgagors, as evidenced by ten promissory notes, payable as follows: one on January 1st. of each year from January 1, 1940, to January 1, 1949, inclusive, which indebtedness is the balance of the purchase price of said

This Mortgage having been  
paid in full, I hereby release and  
discharge the same of record, this  
1 day of March 1946

Witnessed By: Pearl E. Shetterly, Recorder  
G. M. Smith

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

undivided one-half interest in said real estate, and in the business of The Winterset Madisonian and The Ed M. Smith Company, with interest according to the tenor and effect of the said certain promissory notes of the said J.C. Moore, Jr. and Marion S. Moore, bearing even dates with these presents; principal and interest payable 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 of 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 the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default / aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

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.

J.C. Moore Jr.

Marion S. Moore.

STATE OF IOWA, Madison County, ss.

On the 22nd day of January A.D. 1938, before the undersigned, a Notary Public in and for said county, came J.C. Moore, Jr. and Marion S. Moore, to me personally known to be the identical persons whose names are 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.

Daniel J. Gallery  
Notary Public in and for Madison County, Iowa.