

Mortgage Record, No. 90, Madison County, Iowa

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

Clarence L. Sherwin, et al

#5786

Filed for record the 8 day of
December A.D. 1938 at 1:43 o'clock
P.M.
Valda C. Bishop Farver, Recorder
Pearl E. Shetterly, Deputy

To

Fee \$1.60

First National Bank of West Des Moines

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS: That, Clarence L. Sherwin & Caroline Sherwin, his wife;
Roy L. Pond & Bernice Alvina Pond, his wife; Russell H. Abild & Goldie B. Abild, his wife; John
H. Abild & Faye Abild, his wife, Joe Abild & Edna Abild, his wife; Christie L. Abild & Edith
Abild, his wife; And Joe Abild, Guardian for Hannah S. Abild, incompetent, of the County of
Folk, and State of Iowa, in consideration of the sum of Fifteen hundred & No/100 Dollars, in
hand paid by the First National Bank of West Des Moines, West Des Moines of Polk County, and
State of Iowa, do hereby Sell And Convey unto the said, First National Bank of West Des Moines,
the following described premises situated in the County of Madison and State of Iowa to-wit:

The North-east Fractional Quarter (NE $\frac{1}{4}$) of Section Thirteen (13) Township Seventy-
seven (77) Range Twenty-six (26) West 5th P.M. Iowa.

And we hereby covenant with the said First National Bank of West Des Moines Iowa, that we
hold said premises by title in fee simple; that we have a good right and lawful authority to
sell and convey the same; that they are free and clear of all liens and encumbrances what-
soever; and we covenant to warrant and defend the said premises against the lawful claims
of all persons whomsoever; and the hereby relinquish..... right and dower in and to
the above described premises.

PROVIDED always and these presents are upon the express condition, that if the said, Clarence
L. Sherwin & Caroline Sherwin his wife, Roy L. Pond and Bernice Alvina Pond, his wife, Russell
H. Abild & Goldie B. Abild his wife, John H. Abild and Faye Abild his wife, Joe Abild & Edna
Abild, his wife, Christie L. Abild & Edith Abild his wife, & Joe Abild Guardian for Hannah
S. Abild, incompetent, their heirs, executors or administrators shall pay or cause to be paid
to the said First National Bank of West Des Moines, Iowa executors administrators or assigns,
the sum of Fifteen hundred Dollars on the 1st day of June 1943.

with interest thereon according to the tenor and effect of the One promissory notes of the
said Clarence L. Sherwin & Caroline Sherwin, his wife; Roy L. Pond & Bernice Alvina Pond, his
wife; Russell H. Abild & Goldie B. Abild his wife; John H. Abild & Faye Abild, his wife; Joe
Abild & Edna Abild, his wife; Christie L. Abild & Edith Abild his wife; & Joe Abild, Guardian
for Hannah S. Abild, incompetent, payable to the First National Bank of West Des Moines, Iowa,
bearing even date herewith, then these presents to be void otherwise to remain in full force.
It is hereby agreed that said, Clarence L. Sherwin & Caroline Sherwin, his wife; Roy L. Pond
& Bernice Alvina Pond, his wife; Russell H. Abild & Goldie B. Abild, his wife; John H. Abild
& Faye Abild his wife; Joe Abild & Edna Abild, his wife; Christie L. Abild & Edith Abild, his
wife; & Joe Abild Guardian for Hannah S. Abild, incompetent, shall pay all taxes and assess-
ments levied upon said real estate before the same shall become delinquent, and in case not
so paid the holder of this mortgage may pay such taxes or assessments and be entitled to
interest on the same at the rate of seven per cent per annum, and this mortgage shall stand
as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Clarence L. Sherwin & Caroline
Sherwin, his wife; Roy L. Pond & Bernice Alvina Pond, his wife; Russell H. Abild & Goldie B.
Abild, his wife; John H. Abild & Faye Abild, his wife; Joe Abild & Edna Abild his wife; Christie
L. Abild & Edith Abild, his wife; & Joe Abild Guardian for Hannah S. Abild, incompetent, shall
keep the buildings thereon insured in some responsible company or companies which shall be
satisfactory to the holder of this mortgage for the use and security of said mortgagee in
the sum of Fifteen Hundred (\$1500.00) Dollars, and shall deliver the policies and renewal
receipts therefor to said mortgagee, and if the said Clarence L. Sherwin & Caroline Sherwin,

For Release of unrecorded Mortgage see
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his wife; Roy L.Pond & Bernice Alvina Pond, his wife; Russell H.Abild & Goldie B.Abild,his wife; John H.Abild & Faye Abild,his wife; Joe Abild & Edna Abild, his wife; Christie L. Abild & Edith Abild, his wife; & Joe Abild, Guardian for Hannah S.Abild,incom~~petant~~petant,fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from,Clarence L. Sherwin & Caroline Sherwin,his wife, Roy L.Pond & Bernice Alvina Pond, his wife; Russell H. Abild & Goldie B.Abild, his wife; John H. Abild & Faye Abild his wife; Joe Abild & Edna Abild, his wife; Christie L.Abild & Edith Abild his wife; & Joe Abild Guardian for Hannah S. Abild, incompet~~ant~~ant; with 7% per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party,its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to forclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Clarence L.Sherwin & Caroline Sherwin his wife; Roy L.Pond & Bernice Alvina Pond, his wife; Russell H.Abild & Goldie B.Abild, his wife; John H.Abild & Faye Abild, his wife; Joe Abild & Edna Abild his wife; Christie L.Abild & Edith Abild his wife, & Joe Abild,Guardian for Hannah S.Abild, incompet~~ent~~ent; allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in thirty days htereafter; and the mortgagee its heirs, or assigns, may proceed to at once forclose this mortgage; and in case it becomes necessary to commence proceedings to forclose the same, then the said,Clarence L.Sherwin & Caroline Sherwin,his wife; Roy L.Pond & Bernice Alvina Pond, his wife; Russell H.Abild & Goldie B. Abild his wife; John H. Abild& Faye Abild, his wife; Joe Abild & Edna Abild his wife; Christie L.Abild & Edith Abild, his wife, & Joe Abild, Guardian for Hannah S.Abild,incompet~~ent~~ent, in addition to the amount of said debt,interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same,which fee shall be included in judgment in such forcclosure case.

Signed this 14th day of September 1938.

C.L.S. Clarence L.Sherwin
C.S. Caroline Sherwin
R.L.P. Roy L.Pond
B.A.P. Bernice Alvina Pond
R.H.A. R.H.Abild
G.B.A. Goldie B.Abild
J.F.A. J.F.Abild John H.Abild

F.A. Faye Abild
J.A. Joe Abild
E.A. Edna Abild
C.I.A. Christie L.Abild
E.A. Edith Abild
J.A. Joe Abild
Guardian for Hannah S.Abild,
incompet~~ent~~ent.

State of Iowa, Polk County.

On this 14th day of September 1938, before me, M.J.Dwigans a Notary Public in and for Polk County,Iowa, personally appeared Roy L.Pond & Bernice Alvina Pond, his wife; Russell H.Abild & Goldie B.Abild, his wife; John H.Abild & Faye Abild, his wife, Joe Abild & Edna Abild,his wife; Christie L.Abild & Edith Abild,his wife & Joe Abild,Guardian for Hannah S. Abild,incompet~~ent~~ent, to me known to be the person named in and who executed the foregoing

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instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

M.J.Dwigans
Notary Public in and for said County.

State of Iowa, Cass County.

On this 10th day of Sept 1938 before me C.A.Shearer a Notary Public in and for Cass County, Iowa, personally appeared Clarence L.Sherwin & Caroline Sherwin, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

C.A.Shearer
Notary Public in and for said County.

STATE OF IOWA,)
)ss
Folk County)

In the District Court of Said County.

I, Fred Barkalow Clerk of said Court, do hereby certify that the attached Mortgage, executed by Clarence L.Sherwin, Caroline Sherwin, Roy L.Pond, Bernice Abild Pond, R.H.Abild, Goldie B.Abild, J.H.Abild, (John H.Abild), Faye Abild, Joe Abild, Edna Abild, Christie L.Abild, Edith Abild, Joe Abild, Guardian for Hannah S.Abild, Incompetent as stated therein to First National Bank of West Des Moines was on the 2nd day of December 1938, presented in open Court for approval and the same was by the Court approved and ordered of record. (See Probate Record, No.80 Page 24324).

WITNESS my hand and the seal of said Court, at Des Moines, in said County this 2nd day of December 1938.

Fred Barkalow Clerk

(District Court Seal)

By Clyde Fairgrave Deputy

COMPARED

5707

Filed for record the 9 day of

Mo

1938