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Mortgage Record, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 21897

MORTGAGE		Filed for Record this 15 day of December	
H.M.Hathaway		1938, at 1:10 o'clock P.M.	
TO		#5966	Valda C. Bishop Farver Recorder
George J.Blair			Deputy
		Recording Fee \$ 1.10	

THIS MORTGAGE, made the 10th day of December 1938, by and between
H.M.Hathaway, unmarried
of Madison County and State of Iowa, herein called the mortgagors and
George J.Blair
hereinafter called the mortgagee.

WITNESSETH: That the mortgagor in consideration of the sum of
Two Hundred - - - - - (\$ 200.00) 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:

Lots 8,9,10,11,12,13,14,15,16,17, and 18 in Block one; also lots 9,10,11,12,13,14,15,
16,17,18, and 19 in Block Two of the original Town of Hanley, platted as West St.Charles,
Madison County, Iowa; also a tract of land described as follows:-
Commencing at a point 20 feet East of the Northeast corner of lot 15 in Block One of
said town of Hanley, running thence south along the East line of the said Town plat
to a point 4 feet North and 20 feet East of the Northeast corner of lot 1 in Block 10
of said Town, thence East to the East line of the Northwest Quarter of the Northeast Quarter
of Section 22 in Township Seventy five (75) North, Range Twenty six (26) west 5th P.M.,
Iowa, thence North along the East line of said 40 acre tract above mentioned to a point
due East of the place of beginning, thence West to the place of beginning

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 con-
ditions:

FIRST. That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns the sum of
Two Hundred (\$ 200.00) DOLLARS
on the - day of December A. D. 19 41,

with interest according to the tenor and effect of the one certain promissory note of the said
H.M.Hathaway

dated - A. D. 19 38, and all such other sums of money as may at any time be owing to the said mort-
gagee, according to the terms of such indebtedness, or of the conditions of this mortgage.

SECOND. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to the mortgagee, for
the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies and renewal receipts to the mortgagee.

THIRD. That the mortgagors shall pay, when due, all prior liens on said premises, if any, and shall promptly pay all interest thereon, and strictly comply with
all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises before delinquent; if mortgagors fail or neglect to so
pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or
take assignment of any prior liens or pay the interest thereon, and any and all sums of money so paid shall be recovered with ~~eight~~ per cent interest per annum thereon
from the date of such payments, and shall be secured hereby; and should mortgagee become involved in litigation, in maintaining the security created by this mortgage or
its priority, or validity, or any rights or interests hereunder, then this mortgage shall secure the repayment and recovery of all money, costs expenses or advancements
hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby
secured, to the same extent as if such sums were a part of the original debt secured hereby, and with ~~eight~~ per cent per annum thereon from the date of any such pay-
ments.

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 any and all interest when
due, shall at the mortgagee's option, cause the whole and all 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 whatsoever, 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 moragage 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 anyone other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

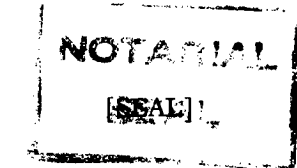
And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the
suit and collected in the same manner.

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

H.M.Hathaway

STATE OF IOWA, MADISON COUNTY, ss.
On the 10th day of December A. D. 19 38, before the undersigned, a Notary Public in and for said
County, came H.M.Hathaway unmarried

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 his voluntary act and deed.
WITNESS my hand and Notarial Seal, the day and year last above written.



H.A.Mueller
Notary Public in and for Madison County, Iowa.

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
21 day of April 1939
George J. Blair
Notary Public in and for Madison County, Iowa