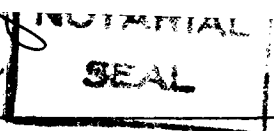


Mortgage Record, No. 90, Madison County, Iowa

STATE OF IOWA)
(SS.

On 30th day of December A.D.1938 before me appeared H.L.Pauli



Carl Bek
Notary Public in and for said County.

George O.Hayes and Clara Hayes

#6556

Filed for record the 30 day of
December A.D.1938 at 11:20 o'clock
A.M.

To

Fee 2.80

C.I.Taylor

Valda C. Bishop Farver, Recorder

FIRST MORTGAGE

FOR THE CONSIDERATION OF One Thousand DOLLARS the receipt of which is hereby acknowledged,
we George C.Hayes and Clara Hayes, his wife of Madison County, State of Iowa and hereinafter
referred to as Mortgagors, hereby sell, convey and warrant the title to the following de-
scribed real property, including homestead and dower rights, unto C.I.Taylor Mortgagee of
Madison County, State of Iowa. To-wit:

Lots Five (5) and Six (6) of Fancher's Addition, and the
North one-half (N $\frac{1}{2}$) of Lot One (1), in Block One (1), of
Johnson's Addition to the Town of Earlham, Madison County, Iowa.

in the County of Madison and State of Iowa and also all of the rents, issues, use and profits
of said land and the crops raised thereon from now until the debt secured thereby shall be
paid in full.

To be void upon condition that the mortgagors shall pay or cause to be paid to the mort-
gagee, or assigns, the consideration of One Thousand Dollars, with interest thereon accord-
ing to the one note of the mortgagors bearing even date herewith, and due December 28, 1943.

The mortgagors covenant to pay all taxes and assessments that shall become liens against
said property before the same become delinquent; to keep the buildings insured against fire
cyclone and storm, in a reliable company selected by the mortgagee, at their insurable value,
payable to the mortgagee as its interest may appear, the policies to be delivered to and
remain with mortgagee; not to commit or permit waste of any kind upon said property; that
the above described property is not incumbered and is free from liens; and to permit the ab-
stract of title of said property to remain with the mortgagee.

If the mortgagors fail to pay the assessments and taxes, or fail to insure the buildings
as agreed, the mortgagee may, at its option, pay such taxes and assessments, and insure the
buildings and pay therefor; which sums the mortgagors agree to pay to the mortgagee with inter-
est at the rate of seven per cent per annum, from date of payment, and this mortgage shall
be security for the payment thereof.

If the mortgagors shall fail to pay principal or interest; or taxes and assessments; or

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
4 day of Jan 1944

Stella Taylor Bondley Witnessed by

For Assignment of Annoted Mortgage See

Mortgage Record 94 Page 85

Mortgage Record, No. 90, Madison County, Iowa

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

to keep the buildings insured; or to keep and perform any other provision of this mortgage on their part to be kept and performed as agreed, the indebtedness hereby secured, at the option of the mortgagee, without demand or notice, shall become due and payable, and the mortgage foreclosed.

It is stipulated that the rents and profits of said property are pledged as security for said indebtedness and in addition to other remedies given by law, that upon filing petition to foreclose this mortgage the court or any judge thereof, on application of the mortgagee, shall appoint a receiver of said property and the rents and profits thereof during foreclosure and the period of redemption and apply such rents and profits to the payment of the costs, expenses and indebtedness.

The mortgagors agree to pay a statutory attorney fee in case of foreclosure hereof to be taxed as costs.

This mortgage binds the mortgagors, their executors and legal representatives and the mortgagee and its assigns.

It is expressly stipulated that this mortgage and the notes thereby secured are made under and are to be construed under the laws of the State of Iowa.

Dated this 28th day of December, 1938.

George O. Hayes
Clara Hayes

STATE OF IOWA, County of Madison)ss.

On this 28th day of December, A.D. 1938, before me Anna Corman the undersigned notary public within and for said county of Madison, personally appeared George O. Hayes and Clara Hayes, 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.

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

NOTARIAL
SEAL