Mortgage Record, No. 89, Madison County, Iowa

at 8;35 o'clock A.M. TO #674 Valda C. Bishop	H. WELCH PRTG. CO., DES MOINES 21873	
Union State Bank, Winterast Pourl 3. Shetterly Depuy.	Rufus Baker & Wife	Filed for Record the 5 day of February 1938
Union State Fonk, Winterset Recording to, \$ 1.50 Deputy THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory A D. 10 THIS INDENTURE, Made and entered into this 4th day of Fobruory SOUTH MADE AND A D. 10 THIS INDENTURE, M		at 8;35 o'clock A.M.
Enion State Sank, Winterset Prest E. Shettely Depuy	ТО	#674 /Valda C. Bishop
THIS INDENTURE, Made and entered into this 4th day of POPUMEY AD 19. and battered. Ratius Preven and Alte M. Boker, humboard, and water, Wintermet., R.F.D., Medison, Gunty — Medison. — and State of lose, party of the first part, Mortgage. Union State Bank, Wintermet. Jown. — and State of lose, party of the first part, Mortgage. WININSSETH: That the said party of the first part for and in consideration of the sum of Five Functional and state of lose, party of the second part, the first, accessors and assigns forever, the following described real crists, situated in the County of 18-65.00, 100 Land party, is their, accessors and assigns forever, the following described real crists, situated in the County of 18-65.00 in Township Seventy, seventy (77) Norti, Renge Pownsy-sevent (87), West of the Firth P.E. Southwest Frunctional Querter of the Northwest Querter of Section Thirty (50) in Township Seventy, seventy (77) North, Renge Pownsy-sevent (87), West of the Firth P.E. The Sortsages (a corporallate): 11 West 2017 April 19-12 Land 19-12	Union State Bank, Winterset	Recorder.
THIS INDESTURE. Made and entered into the 4th day of February and between Ruffus Seker and Alta K. Baker houseband and wife Winterset, R.J.L. the County of McG1con and State Senk, Winterset, Joya, Med1son, County WINNSETH: That the said party of the first part for add in consideration of the sum of WINNSETH: That the said party of the first part for add in consideration of the sum of (5 500,00) DOLL- did by the said surge of the smooth part, the recept of which is herely actually and the sum of Southwest Franchismus County in here and in consideration of the sum of Thirty (30) 1.11 Township Sevenity seven (77) North, Reuge Twenty- Southwest Franchismus County in here and in consideration of the sum of Thirty (30) 1.11 Township Sevenity seven (77) North, Reuge Twenty- Southwest Franchismus County in here are sum of the First P.M. The sorthwest County of the sum of the First P.M. Southwest Franchismus County in here are sum of the First P.M. The sorthwest County of the sum of the First P.M. Southwest Franchismus County in her sum of the First P.M. The sorthwest County of the Southwest County of the Sou		Deputy
The County of Medicon End between Alta M. Beker and Alta M. Beker humbend and wife Winterset, R.P.D., Medicon County Medicon County Modicon County Minister Fenk, Winterset, Jova, and State Fenk, Winterset, Jova, Medicon County Minister County of the Second part, the recepts of which is heety atmostication of the sum of Pive Humbred Minister I have been a sum of the second part, the recepts of which is heety atmostication, the sum of Pive Humbred Make of love, second part, the recepts of which is heety atmostication, the sum of Pive Humbred Southwest Frectional Quarter of the Northwest Quarter of Section Thirty (30) in Township Seventy-seven (77) North, Relief Theory well-asset with a mortage of record party, whether is the Pitch P.M. The mortages is corporational in the admission for second party in the record party of the second party in the sum of the second party in the sum of the second party in the second party in the sum of the second party in the second party in the sum of the second party in the sum of the second party in the second party in the sum of the second party in the second party in the second party in the sum of the second party in the second party, in the second party in t		Recording fee, \$ 1.50
walteres Surius Beker and Alta M. Beker, husband and wife Winterset, R.P.D., Welfard County of Medicon Union State Pank, Winterset, Jova, Medicon County Modicon County WINTSSETH: That the said pury of the first part for and in consideration of the sum of Pive Hundred WINTSSETH: That the said pury of the first part for and in consideration of the sum of Pive Hundred WINTSSETH: That the said pury of the first part for and in consideration of the sum of Pive Hundred Wintsseth Wintsset	THIS INDENTURE. Made and entered into this 4th	day of February A. D. 19
Thirty (30) in Township Seventy-seven (77) North, Renge Twenty-seven (87), West of the Fifth P.M. The mortgage (a corporation) in the same section of the Fifth P.M. The mortgage of record this 22 day of the fifth P.M. The mortgage of record this 22 day of the fifth P.M. Section of the principle of the fifth P.M. Section of the principle of the fifth P.M. Section of the principle of the fifth P.M. Executed in my research by suthering of the foreign of the fifth P.M. The section of the fifth P.M. County Recorder the all apputeanness thereto belonging and also all the rents, issues, use and profits of said land, including all crops natured and unmature under upon said land and income thereon, from the date of this instruction that the debt secured hereby shall be paid in full. To have and to hold the premises above described with all the appureanness thereto belonging and all estate, title, dover, right of lea isobute title in fee to said premises are free and clear of all enumbrances and assigns thereof the intention being to constitute the said life of the premises aforesaid; that the said premises are free and clear of all enumbrances; and that they will forew warrant and defend to the constitute of all enumbrances; and that they will forew warrant and defend to the constitute according to the tenor and effect of .One Provided, however, that if the first party dailar gas or cause to be paid to the second party, its heirs, successors or assigns the sum of the said and the said foresaits are free and clear of all enumbrances; and that they will forew warrant and defend to the constitute of the said warrant of the said warrant and the said foresaits are free and clear of all enumbrances; and that they will forew warrant and defend to the constitute according to the tenor and effect of .One Provided, however, that if the first party dailar gas or cause to be paid to the second party, its heirs, successors and assigns, as follows: The Lab All All All All All All All All All Al	the County of Madison Union State Bank, Winterset, Iowa, Madison County , Iowa, party of WITNESSETH: That the said party of the first part for and i Five Hundred aid by the said party of the second part, the receipt of which is her second party, its heirs, successors and assigns forever, the following	and State of Iowa, party of the first part, Mortgagor, a the second part, Mortgagee. in consideration of the sum of
A corporation of the second party and also all the rests, issues, use and profits of said land, including all crops matured and unmatured and income therefrom, from the date of this instrument until the debt secured hereby shall be paid in full. To have and to hold the premises above described with all the appurtenances therefore belonging and also all the rests, issues, use and profits of said land, including all crops matured and unmatured and control to the party of the second party, its heirs, executors and assigns forever; the intention being to consolute title in fee to said premises. And the said first party does hereby covemant to and with the second party, its heirs, successors and assigns, that they are lawfully selfect of the premises after the party in the said premises are free and claer of all encumbrances; and that they will forever warrant and defend to there or against the lawful claims of all persons whomsover. Provided, however, that if the first party shall pay or cause to be paid to the second party, its heirs, successors or assigns the sum Five Hundred	Thirty (30):in Township Seven seven (27), West of the Fire The mortgagee (a corporation) in the amortgage of record this 22 day of select officer, hereby certify that this release Board of Directors of said corporation and Comment of Secured Executed	enty-seven (77) North, Range Twenty- fth P.M. Innexed mortgage, hereby releases this 1940, and I, the executing ase is executed by authority of the Linion State Dankflinters on the in munreseace by A Sault
According to the tener and effect of One promissory not of the said sile therewith, payable to the first party shall be party of the second part, its heirs, successors or assigns the said such that the first party shall pay or cause to be paid to the second party to the first party shall be party of the second party, its heirs, successors and assigns, the they are the said second party, its heirs, successors and assigns, the said second party is the said second party, its heirs, successors and assigns, the said second party shall be party of the said second party, its heirs, successors and assigns, the said second party shall be party of the said second party, its heirs, successors or assigns the same full second party shall be party of the said second party, its heirs, successors or assigns the same full second party shall be party shall be party of the said second party, its heirs, successors or assigns the same full second party shall be party shall	and to be to be the control	of said mond late them
the all appurtenances thereto belonging and also all the "orts, issues, use and profits of said land, including all crops matured and unmatu own upon said land and into more therefrom, from the date of this instrument until the debt secured hereby shall be paid in full. To have and to hold the premises above described with all the appurtenances thereto belonging and all estate, title, dower, right of ho ead and claims whatsoever of said first party does hereby covenant to and with all the appurtenances; the covered hereby shall be paid in full. To have and to hold the premises above described with all the appurtenances thereto belonging and all estate, title, dower, right of how a should the said first party does hereby covenant to and with the second party, its heirs, successors and assigns, that they are lawfully set fee of the premises aforesaid; that the said premises are free and clear of all encumbrances; and that they will forever wurrant and defend the thereto against the lawful claims of all persons whomsoever. Provided, however, that if the first party shall pay or cause to be paid to the second party, its heirs, successors or assigns the same five the first party shall pay or cause to be paid to the second party, its heirs, successors or assigns, and shall keep and perform the interest according to the tenor and effect ofO.S. promissory note. of the said Rufus Peker and Alta M. Reker, husband and wife, even date herewith, payable to Union State Bank, Winterset, Iown, d all such sums of money as may be advanced by the party of the second part, its heirs, successors or assigns, and shall keep and perform the orthogen of the second party, its heirs, successors or assigns, and shall keep and perform in full force and effect. Prov. To pay or cause to be paid the provised and many and interest above specified, or as est out in the certain promisery as a present second party, its heirs, executors, administrators, grantees and assigns hereby covenants and agrees with second party, and any other pa	" and oration	Deputy
Rufus Beker and Alta M. Beker, husband and wife, even date herewith, payable to Union State Bank, Winterset, Lowa, and all such sums of money as may be advanced by the party of the second part, its heirs, successors or assigns, and shall keep and perform defining the covenants and agreements herein contained for said first party to keep and perform then These Presents to Be Void, others remain in full force and effect. First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and agrees with second party, this, successors and assigns, as follows: In the control of the covenants and agreements herein contained for said first party to keep and perform then These Presents to Be Void, others remain in full force and effect. First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and agrees with second party, this, successors and assigns, as follows: In the control of the control of the party of the second party, in the control of the party of the mortgage, or in forcebang the same or in defending any action affecting the title to said property. Second. To any if takes, sucretically the said here and any action affecting the title to said property of the mortgage, or in forcebang the same of in defending any action affecting the title to said property. Third, To keep the buildings created thereon or at any time hereafter erected upon said property, insured against those of damage by fire, lightning and tornato in a summary said force and the party of the second party, either secretic party, either	tle thereto against the lawful claims of all persons whomsoever. Provided, however, that if the first party shall pay or cause to Five Hundred the 4th day of February A. D.	be paid to the second party, its heirs, successors or assigns the sum of the sum of the second party, its heirs, successors or assigns the sum of the second party, its heirs, successors or assigns the sum of the second party, its heirs, successors or assigns the sum of the second party, its heirs, successors or assigns the sum of the second party, its heirs, successors or assigns the sum of the second party, its heirs, successors or assigns the sum of the second party, its heirs, successors or assigns the sum of the second party, its heirs, successors or assigns the sum of the second party, its heirs, successors or assigns the sum of the second party its heirs, successors or assigns the sum of the second party its heirs, successors or assigns the sum of the second party its heirs, successors or assigns the sum of the second party its heirs, successors or assigns the sum of the second party its heirs, successors or assigns the sum of the second party its heirs, successors or assigns the sum of the second party its heirs, successors or assigns the second party its heir successors or assign
even date herewith, payable to Union Stetle Bank, Winterset, Lowa, a dil such sums of money as may be advanced by the party of the second part, its heirs, successors or assigns, and shall keep and perform de singular the covenants and agreements herein contained for said first party to keep and perform then These Presents to Be Void, otherw remain in full force and effect. First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and agrees with second party, irs, successors and assigns, as follows: First. To pay or cause to be paid the principal sum and interest above specified, or as set out in the certain promissory note or notes hereinbefore referred to, toge principle of the second party of this mortgage, or in forcelosing the same or in defending any action affecting the title to said property, and by second party, its nacessors or assigns, in maintain principle of this mortgage, or in forcelosing the same or in defending any action affecting the title to said property and the said premises or any part thereof. Second. To pay all laxes, assessments and other charges which are one, a line or may hereafter be leveled or assessed upon or against the said greenies or any agars thereof. Third, To keep the habilities exceed thereon or at any time hereafter exceed quoen and premiser or any agars thereof. Third, To keep the habilities exceed the premise and party or its successors or assigns, such insurance obtained in a common or permit where the party of the party fail to pay said taxes, charges or assessments, such assessment and other charges which are considered to the premiser of said property to second party, the said of the premiser is premised of the premiser in good condition and repair, and to make of the premiser is premised or the premiser of said premisers and appropriate party or the said premisers in good condition and repair, and the premisers hereby the party of the party or the		
sporting of this mortgage, or in forestonicing the stand or in decidence or in decidence and stand to the standard of the standard value, loss, if any, payable to second party, or its successor or assigns, such insurance to be obtained in a company such growth of the standard of their actual value, loss, if any, payable to second party or its successor or assigns, such ansarance to be obtained in a company such growth of the standard of the s	even date herewith, payable to Union State Bank, Wind all such sums of money as may be advanced by the party of the set of singular the covenants and agreements herein contained for said remain in full force and effect. First party for themselves and their heirs, executors, administrate sirs, successors and assigns, as follows:	second part, its heirs, successors or assigns, and shall keep and perform a differ first party to keep and perform then These Presents to Be Void, otherwise, grantees and assigns hereby covenants and agrees with second party, in
Fifth. That should first party fail to pay said taxes, charges or assessments, or to effect and maintain said fire and tornado insurance or suffer waste or permit said preme bused for any unlawful purpose, then the second party may pay such taxes, charges and assessments, any purchase insurance, may redeem from tax sale, may enjour any we removal of improvements or use of said property for any unlawful purposes and any moneys so expended with a mortgage and shall be collectible as a part of and in the same natures of the same party allows the expenditures shall be secured by this mortgage and shall be collectible as a part of and in the same natures or if first party allows the expenditures shall be secured by this mortgage, or any part thereof, either principal sum hereby secured. Sixth. And it is further agreed between the parties hereto that if default shall be made in payment of the debt secured by this mortgage, or any part thereof, either principal sum hereby secured. Sixth. And it is further agreed between the parties hereto that if default shall be made in payment of the debt secured by this mortgage, or any part thereof, either principal sum hereby secured. Sixth. And it is further agreed between the parties hereto that if default shall be made in payment of the debt secured by this mortgage, or any part thereof, either principal sum hereby secured any buildings, leave or in the same same tax or assessments or other party or any part thereof, either principal sum hereby payment of said debt property, insured again or damage by fire and lightning and tornado, payable as above provided; or fail to pay the insurance premiums when the contemplated policies are issued; or fail to keep the buildings now cretted, or bereather to be erected on said property, insured again or damage by fire and lightning and tornado, payable as above provided; or fail to pay the insurance premiums when the contemplated policies are issued; or fail to keep the buildings, the payment of the debt payment of the debt payment of	priority of this mortgage, or in foreclosing the same of in defending any action are Second. To pay all taxes, assessments and other charges which are now a lien or this mortgage or the debt secured thereby before the same shall become delinquent. Third. To keep the buildings erected thereon or at any time hereafter erected upos than two-thirds of their actual value, loss, if any, payable to second party, or its apay the premium for such insurance when the policies are issued, and to deliver	recting the title to said property. may hereafter be levied or assessed upon or against the said premises or any part thereof, on said property, insured against loss or damage by fire, lightning and tornado in a sum n successors or assigns, such insurance to be obtained in a company satisfactory to second part such policies and all renewals to second party.
Sevents. It is further agreed that the rents, issues, and plottis of sale real state of the control of this mortgage for any cause, the holder of same shall be entitled to have a receiver appointed to take possession of said opportry, real and personing of collect the rents of said real estate and apply the net profits to the payment of said debt and interest and costs of the suit at the costs of such proceedings. Eighth. It is further agreed and the party of the first part hereby expressly waives the privileges and rights which are afforded by the homestead statutes of the State of Io certainly agreeing that the said premises shall be liable for the debt hereby secured, and in case of the foreclosure of this mortgage for any cause, the premises hereinab ribed may be offered for said as one tract. IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written. Rufus Baker Alta M. Buker ATE OF IOWA, Madison County, ss. On the 4th day of February A. D. 19 38, before the undersigned, a Notary Public in and for Madis anty, Iowa, came Rufus Baker and Alta M. Baker, husband and wife, to me personally known to be the identical person swhose name said entitled to have a receiver appointed to the foregoing mortgage as maker shall be entitled to have a receiver appointed to the foregoing for the costs of such proceedings. NOTABLAL On the costs of such proceedings. The costs of such proceedings. The costs of such proceedings. A D. 19 38, before the undersigned, a Notary Public in and for Madis anty, Iowa, came subscribed to the foregoing mortgage as maker shall be entitled to have a receiver appointed to the foregoing for the costs of such proceedings. The cost of foreceiver and the payment of said real estate and apply the net profits to the payment of this mortgage for any cause, the forecing for the costs of the foreclosure of this mortgage for any cause, the suit of the suit of the said real estate and apply the net profits the three shifts and costs of the suit of the suit of t	Fifth. That should first party fail to pay said taxes, charges or assessments, or the used for any unlawful purpose, then the second party may pay such taxes, charremoval of improvements or use of said property for any unlawful purposes and a seven per cent per annum from the date of such payments, and all such expenditure one as the principal sum hereby secured.	to effect and maintain said fire and tornado insurance or suffer waste or permit said premis irges and assessments, may purchase insurance, may redeem from tax sale, may enjoin any was any moneys so expended shall be repaid to second party, its successors or assigns, with intere es shall be secured by this mortgage and shall be collectible as a part of and in the sar
IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written. Rufus Baker Alta M. Baker ATE OF IOWA, Madison County, ss. On the 4th day of February A. D. 19 38, before the undersigned, a Notary Public in and for Madisunty, Iowa, came Rufus Baker and Alta M. Baker, husband and wife, to me personally known to be the identical person S whose name S are subscribed to the foregoi mortgage as maker S thereof, and acknowledged the execution of the same to be their volunta act and deed.	Seventh. It is further agreed that the rents, issues, and profits of said real estate to in case of foreclosure of this mortgage for any cause, the holder of same shall be ding foreclosure, sale and redemption, and to collect the rents of said real estate and the said real estate and redemption.	entitled to have a receiver appointed to take possession of said property, real and person, and apply the net profits to the payment of said debt and interest and costs of the suit aft
ATE OF IOWA, Madison County, ss. On the 4th day of February A. D. 19 38, before the undersigned, a Notary Public in and for Madisunty, Iowa, came Rufus Baker and Alta M. Baker, husband and wife, to me personally known to be the identical person S whose name S are subscribed to the foregoing mortgage as maker S thereof, and acknowledged the execution of the same to be their volunta act and deed.		he day and year first above written.
On the 4th day of February A. D. 19 38, before the undersigned, a Notary Public in and for Madis unty, Iowa, came Rufus Baker and Alta M. Baker, husband and wife, to me personally known to be the identical person S whose name S are subscribed to the foregoi mortgage as maker S thereof, and acknowledged the execution of the same to be their volunta act and deed.		
NOTABIA: mortgage as maker S thereof, and acknowledged the execution of the same to be their volunta	On the 4th day of February	
[SEAL] act and deed. WITNESS my hand and Notarial Seal, the day and year last above written.	mortgage as maker S thereof, and acknowledge	
the contract of the contract o	[SEAL] act and deed. WITNESS my hand and Notarial Se	al, the day and year last above written.

Notary Public in and for Madison County, Iowa.