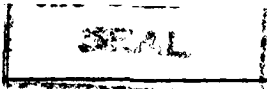


Mortgage Record, No. 90, Madison County, Iowa

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

... the buildings come to apply on the contract or to



Charles E. Tucker
Notary Public in and for Madison County, Iowa.

Alfred D. & Mary Drake
To
Cecil Drake

#2141
Fee \$1.00 ✓

Filed for record the 22 day of
March A.D. 1939 at 10:35 o'clock
A.M.

Pearl E. Shetterly, Recorder

M O R T G A G E

THIS MORTGAGE, Made this 21st day of March , A.D. 1939, by and between Alfred D Drake
and Mary Drake husband and wife of the County of Madison, State of Iowa hereinafter called the
Mortgagors, and Cecil Drake hereinafter called the Mortgagee.

WITNESSETH: That the Mortgagors, in consideration of the sum of Six Hundred (\$600.)
Dollars paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee or
assigns, the following tracts of land in the County of Madison, State of Iowa, to-wit
Lots 5,6,7, and 8 in Block Ten, and Lots 1 and 2 in Block 17, and
Lots 1,2,3, and Four, in Block 18, and Out Lot Five, all in the
original Town of Patterson, Iowa.

containing in all acres, with all appurtenances thereto belonging; and also all
rents, issues, use, and profits of said land and the crops raised thereon from now until the
debt secured hereby shall be paid in full.

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and
hereby expressly waive the platting and recording of homestead in case of foreclosure and sale,
thereunder, and agree that said premises may be sold in one tract at such foreclosure sale.

TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee, or assigns,
the sum of Six Hundred Dollars (\$600.) DOLLARS, on the 1st day of 1st, A.D. 1959, with interest
according to the tenor and effect of the one certain promissory note of the said Alfred D
Drake and Mary Drake dated March 21, 1939, principal and interest payable at the office of ...

It is further agreed 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.

The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become
a lien on said premises, and interest on all prior liens if any, as the same become due; if
Mortgagors fail either to pay such taxes or interest, 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

This Mortgage has been
paid in full 11/15/40 and
discharged of record
7 day of December 1945
Cecil Drake
Mortgagee
Pearl E. Shetterly
Recorder

Mortgage Record, No. 90, Madison County, Iowa

incurred or made necessary thereby, and shall also secure all money advanced for taxes, interest and 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 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.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument without any preference, priority, or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee, or assigns, filing a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of 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; 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.

And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first herein written.

Alfred D. Drake

Mary Drake

STATE OF IOWA Madison County, ss.

On this 21st day of March A.D. 1939, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared Alfred D Drake and Mary Drake 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.

WITNESS
NOTARIAL
SEAL

by hand and Official Seal the day and year last above written.

Geo. D. Smith
Notary Public in and for Madison County, Iowa.

Filed for record the 22 day of