

Mortgage Record, No. 90, Madison County, Iowa

Harold L. & Walter M. Carey

#2973

Filed for record the 15 day of April  
A.D. 1939 at 1:21 o'clock P.M.  
Pearl E. Shetterly, Recorder.

To

Fee \$ 1.50 ✓

UNION STATE BANK

MORTGAGE

THIS MORTGAGE, made the 13th day of April 1939, by and Between Walter L. Carey and Harold M. Carey, each single of Madison County, and State of Iowa, hereinafter called the mortgagors and Union State Bank hereinafter called the mortgagee.

WITNESSETH: That the mortgagor in consideration of the sum of Eight Hundred (\$800.00) 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:  
Southeast Quarter (SE $\frac{1}{4}$ ) of Section Sixteen (16) except two acres described as follows:  
Commencing at the Northeast (NE) corner of said Quarter section, running thence west ten (10) rods thence South thirty-two (32) rods, thence East ten (10) rods, thence North Thirty-two (32) rods, to place of beginning, and the East one-half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Sixteen (16) and South one-half (S $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Sixteen (16) and a tract of land described as follows: Commencing at the Southwest corner of Section Fifteen (15), thence running north one hundred and Twenty-two (122) rods, thence east eighty (80) rods, thence South Forty-two (42) rods, thence East forty (40) rods, thence south thirty-two (32) rods, thence in a southwesterly direction on a straight line to a point eight twenty-three hundredths (8.23) chains north of a point nine rods west of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Fifteen (15), thence south eleven and ninety-two hundredths rods  
South (continuation attached hereto)  
(11.92) thence/fifty-five and one-half degrees (55 $\frac{1}{2}$ ) West five and forty hundredths (5.40) of the Southwest Quarter (SW $\frac{1}{4}$ ) chains, thence South to the South line of said Southwest Quarter (SW $\frac{1}{4}$ ) of section Fifteen (15) thence West to the place of beginning, and the South ten and one-half (10 $\frac{1}{2}$ ) acres of the West one-half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Fifteen (15) and the South Eleven (11) acres of the East one-half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Fifteen (15), also a tract of land described as follows:  
Commencing at a point eighty (80) rods East and twenty-four (24) rods South of the Northwest (NW) corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Fifteen (15) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M. thence running east forty (40) rods then south Fourteen (14) rods, thence West forty (40) rods, thence North fourteen (14) rods to said point of beginning; all in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Also the following described real estate:  
Commencing at a point sixty-six (66) feet south of the Northeast (NE) corner of Block Fourteen (14) in Pitzer and Knight's Addition to the original town of Winterset, Iowa, and running West one hundred thirty-two (132) feet, thence/Sixty-six (66) feet, thence East one hundred thirty-two (132) feet to the West line of Polk Street, thence North on said West line of Polk Street sixty-six (66) feet to 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 conditions:

*Mortgage Record, No. 90, Page 14*  
*Section 16, Madison County, Iowa*  
*Not a portion of a corporation in the annexed mortgage, hereby releases full*  
*mortgage, dated this 13th day of February 1941, and I, the executor*  
*of said corporation, hereby certify that this release is executed by authority of the*  
*Board of Directors of said corporation, and I, the executor, in my presence by*  
*Paul E. Shetterly*  
*Deputy Recorder*

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First, that the mortgagors shall pay to the mortgagee or its heirs, executors or assigns the sum of Eight Hundred (\$800.00) DOLLARS, on the 13th day of April A.D. 1940, with interest according to the tenor and effect of the one certain promissory note of the said Walter L. Carey and Harold M. Carey dated April 13 A.D. 1939, and all such other sums of money as may at any time be owing to the said mortgagee, 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 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 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 ~~of it~~ 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 mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said <sup>debt</sup> as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge or said rental.

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

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

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

Walter L. Carey .  
Harold M. Carey.

STATE OF IOWA, MADISON COUNTY )SS:

On the 13 day of April A.D. 1939, before the undersigned, a Notary Public in and for said County, came Walter L. Carey and Harold M. Carey 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 their voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year last above written.

Lois Martin  
Notary Public in and for Madison County, Iowa.