

JENKINS &amp; FERGEMANN CO., WATERLOO, IOWA, 1918

V. H. Creger &amp; wife

TO

G. C. Cooley

Filed for record the 7 day of June

A. D. 1939, at 4:48 o'clock P. M.

Pearl E. Shetterly, Recorder.

By \_\_\_\_\_, Deputy.

#3881

Recording Fee, \$ .80 ✓

THIS MORTGAGE, Made the 31 day of May 1939, by and between

V. H. Creger and Ona Creger, husband and wife

of Madison

County, and State of Iowa, hereinafter called the mortgagors, and

G. C. Cooley

hereinafter called ~~the~~ mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Sixty five and no/100 (\$ 65.00 ) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee -- heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The East forty eight hundredths of an acre of the South Two and fifteen Hundredths acres of the North Seven and fifteen one hundredths acres of the Southeast quarter of the Southeast Quarter of the Northeast Quarter of Section Sixteen, Township Seventy four North Range Twenty Six, Madison County, Iowa

containing in all 48/100 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 are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of Sixty five and no/100 (\$ 65.00 ) Dollars according to payments as stated on note as secured by this mortgage. on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1939.

with interest at the rate of 7 per cent per annum, payable semi annually, according to the tenor and effect of the one certain promissory note, of the said V. H. Creger and Ona Creger and Wilbur Creger bearing even date herewith; principal and interest payable at the office of Union State Bank at Truro, Iowa

Second. 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 two-thirds their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagors shall pay when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortgagors fail either to pay such taxes, 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 incurred or made necessary thereby, as also for taxes ~~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 annum interest thereon, from the date of such payments.

Fourth. 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 sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all ~~of~~ said property, and to rent the same, and shall be held liable to account to mortgagors only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney 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.

V. H. Creger

Ona Creger

STATE OF IOWA, MADISON COUNTY, ss.

On the 31 day of May A. D. 1939, before ~~me~~, the undersigned, a Notary Public, in and for said County, ~~State of~~ \_\_\_\_\_, came

V. H. Creger and Ona Creger husband and wife

to me personally known to be the identical person s whose name they 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 official seal, the day and year last above written.

M. S. Creger

Notary Public in and for Madison County, Iowa

