Mortgage Record, No. 89, Madison County, Iowa

All Departments thereto belooging and also all the rosts, times, we and profits of said land, techning and all enter Fig. 1. So the Fig. 1. S	. H. WELCH PRTG. CO., DES MOINES 21873	
Journal o Pollerd Note	C. C. Givan	Filed for Record the 22 day of June 193.9
THIS INDESTURE, Made and intered int this 251d. dpy of June June A. D. 19.25 and invested	TO ,	
THIS INDENTURE, Made and entered into this 2006 day of June. A. D. 1925 and between C. C. G. 5778 s.	Jennie Ballard	
the County of LESSING Ideas, and State of Iows, purty of the first part, Mortgages, and January of the County of LESSING Ideas, and State of Iows, purty of the first part, Mortgages, and January County In the case of purty of the first part of one first part of and in consideration of the sum of Nince Fundamed Fifty and 106/100 - and in consideration of the sum of Nince Fundamed Fifty and 106/100 - and in consideration of the sum of Nince Fundamed Fifty and 106/100 - and in consideration of the sum of Nince Fundamed Fifty and 106/100 - and in consideration of the sum of Nince Fundamed Fifty and the recept of which is keeply advanced legal, does hereby grant, largain, and and onesy must be about the purty (in belts, successors and assigns forever, the following described tracts, the South Self (Self, of the South Self (Self, of the South Self (Self, of the North Sixty-nine (Self) and the North Sixty-nine (Self) and the South Self (Self, of the North South Self (Self, of the North Sixty-nine (Self) and the North Sixty-nine (Self) and the North Sixty-nine (Self). The South Self (Self, of the North South Self, of the South Self (Self, of the North South Self, of the North Sixty-nine (Self) and the North Sixty-nine (Self). The North Sixty-nine (Self) and the North Sixty-nine (Self) and the South Self (Self, of the North Sixty-nine (Self) and the North Sixty-nine (Self). The North Sixty-nine (Self) and the South Self (Self, of the North Sixty-nine (Self) and the South Self (Self, of the North Sixty-nine (Self) and the South Self (Self, of the North Sixty-nine (Self) and the South Self (Self, of the North Sixty-nine (Self) and the South Self, of the North Sixty-nine (Self) and the South Self (Self, of the North Sixty-nine (Self) and the South Self, of the North Sixty-nine (Self) and the South Self, of the North Sixty-nine (Self) and the South Self, of the North Sixty-nine (Self) and the South Self, of the		Deputy
the County of 1685 1907 Modifican County , town, party of the eccod part, Management Modifican County , town, party of the eccod part, Management Modifican County , town, party of the eccod part, Management Modifican County , town, party of the eccod part, Management Modifican County , town, party of the eccod part, Management Modifican County of 1685 1800 1800 1800 1800 1800 1800 1800 18	THIS INDENTURE, Made and entered into this 22nd	day of June A. D. 19 39
Madison County John, party of the second part, Mortgages. MITNESSETH: That the said party of the fires part for and in consideration of the sum of Mine Dandered Fifty and	and between C. C. Givan, a	single person,
MINISERTH: That the said party of the first part for and in consideration of the sum of Mine Hundred Fifty and no/100 — nemero who were all the party of the second part, the restell of which is hereby acknowledged, does bettly grand, hungain, sell and convey unto the said condendation, the said party of the second part, the restell of which is described real crists, situated in the County of Modison Moderated State of lows, lowest and assigns forever, the following described real crists, situated in the County of Modison Modison Moderated State of lows, lowest the North 28.50 Acres of the East SS acres of the following described the North Sixty-mine (SS) in the North 28.50 Acres of the N	Jennie Balla	rd
Mine Hundred Fifty and not provide second party, the recept of which is brethy acknowledged, does hereby grant, burgain, sel and convey unto the saw one of party, its bein, successors and assigns forever, the following described real crunte, situated in the County of Madison State of Iowa, to-wit: State of Iowa, to-wit: Is South Falf (Sg) of the Northeest Quarter (Mg) and the North Sixty-nine (63) Is South Falf (Sg) of the Northeest Quarter (Mg) and the North Sixty-nine (63) Is South Falf (Sg) of the Northeest Quarter (Mg) and the North Sixty-nine (63) Is South Falf (Sg) of the Northeest Quarter (Mg) and the North Sixty-nine (63) Is South Falf (Sg) of the Northeest Quarter (Mg) and the North Sixty-nine (63) Is South Sixty Seventy-four (74) North, of Reage Tupnily-nine (89) Neet of the Fifth Falf (Mg) of the Goughteest Quarter (Mg) (Mg) (Mg) (Mg) (Mg) (Mg) (Mg) (Mg)		
the North 25.50 Acres of the Fest 85 acres of the following described real estate, situated in the County of Modison. In North 25.50 Acres of the Northeast Querter (Ni2) and the North Sixty-mine (65) area of the North Fest (Ni2) of the Northeast Querter (Ni2) and the North Sixty-mine (65) area of the North Fest (Ni2) of the Southeast Querter (Sixty); all in Section Six (6), are northeast of the North Fest (Ni2) of the Southeast Querter (Sixty); all in Section Six (6), a Township Deventy-Four (74) North, of Range Teyanty-nine (29) West of the Fifth P.M. To have and to add the premise show described with the second party, its bein, seconds and sadjes forcer; the intention being to convey about the said firm party due to the said firm party due to the said firm party due to the said permise are free and clave of all second-manager, and that they will be fest and premise. And the said firm party due to be add permise are free and clave of all second-manager, and that they will forever warrant and defeed the thereto against the lawful claims of all premass whomever. Provided, however, that if the first party shall pay or cause to be paid to the second party, its bring, successors or assigns the sum or Kine Punter of Fifty and modified. And the said firm party due to the said permise are free and clave of all second-manager, and that they will forever warrant and defeed the theorem against the lawful claims of all premass whomever. Provided, however, that if the first party shall pay or cause to be paid to the second party, its bring, successors or assigns, the sum or Kine Punter of Fifty and modified of the said of the sa	Nine Hundred Fifty and no/100	(\$ 950.00) DOLLARS
the South [161f [32]] of the Northest (userter [82]) and the North Sixty—nine [81] (3), a rose of the North Healt [82] of the Southests (userter [82]); all in Section [81] (3), a rose of the North Healt [82] (10), and the Southests (userter [82]) west of the Fifth P.S. (10), and the Profession of the Southest (10), and the Southest (10), and the Profession of the Southest (10), and the	cond party, its heirs, successors and assigns forever, the following	
To have and to hold the pereinses above described with all the appurtenances therethe beddings and all estate, title, dower, right of home and and claims whatsoever of said first party unto the said second party, its beirs, executors and assigns forever; the intention being to converge the said first party does hereby covenant to and with the second party, its beirs, successors and assigns, that they are lawfully seize fee of the premises aforesaid; that the said premises are free and clear of all encumbrances; and that they will forever warrant and defend the thereto against the lawful claims of all persons whomeover. Provided, however, that if the first party shall pay or cause to be paid to the second party, its beirs, successors or assigns the sum of Nine Hundred Lifty and no/100	he South Half $(S_2^{\frac{1}{2}})$ of the Northeast Qua:	rter (NE_{2}^{1}) and the North Sixty-nine (69)
was upon said land 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 thereby belonging and all estate, title, dower, right of home and and claims whatsoever of said first party does hereby covenant to and with the second party, its heirs, successors and assigns, that they are lawfully seize for of the premises aforesaid; that the said premises are free and clear of all encumbrances; and that they will forever warrant and defend the thereto against the lawful claims of all persons whomsever. Provided, however, that if the first party shall pay or cause to be paid to the second party, its heirs, successors and assigns, that they will forever warrant and defend the thereto against the lawful claims of all persons whomsever. Nine Fundred Fifty and Molloo ————————————————————————————————		3
wa upon said land 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 appurteanances hereby belonging and all estate, title, dower, right of home and and claims whatsoever of said first party unto the said second party, its heirs, successors and assigns, that they are lawfully seize for of the premises aforesaid; that the said premises are free and clear of all encumbrances; and that they will forever warrant and defend the thereto against the lawful claims of all persons whomsoever. Nine Fundred Fifty and mod/100		a and a second s
wa upon said land 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 appurteanances hereby belonging and all estate, title, dower, right of home and and claims whatsoever of said first party unto the said second party, its heirs, successors and assigns, that they are lawfully seize for of the premises aforesaid; that the said premises are free and clear of all encumbrances; and that they will forever warrant and defend the thereto against the lawful claims of all persons whomsoever. Nine Fundred Fifty and mod/100		of the second se
we upon said land and income therefrom, from the date of this instrument until the debt secured herety 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 home and and claims whatsoever of said first party unto the said second party, its heirs, successors and assigns, that they are lawfully seize of the premises aforesaid; that the said premises are free and clear of all encumbrances; and that they will forever warrant 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 and assigns, that they will forever warrant and defend the theoreto against the lawful claims of all persons whomsoever. Nine Fundred Fifty, and modified the first party shall pay or cause to be paid to the second party, its heirs, successors or assigns the sum of Nine Fundred Fifty, and modified the first party shall pay or cause to be paid to the second party, its heirs, successors or assigns the sum of Nine Fundred Fifty, and modified the first party shall pay or cause to be paid to the second party, its heirs, successors or assigns, and shall keep and perform a detect of modified the sum of money as may be advanced by the party of the second part, its heirs, successors and shall keep and perform a singular the covenants and aggrees with second party, its heirs, successors and assigns, as follows: First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and aggrees with second party, its successors and assigns, as follows: First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and aggrees with second party, its successors and assigns, as follows: First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and agrees with second party in the part		a.
Jennie Bellerd all such sums of money as may be advanced by the party of the second part, its beirs, successors or assigns, and shall keep and perform all singular the covenants and agreements herein contained for said first party to keep and perform then These Presents to Be Void, otherwise remain in full force and effect. First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and agreements and other heirs, executors, administrators, grantees and assigns hereby covenants and agrees with second party, its rs, successors and assigns, as follows: First party for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and agrees with second party, its rs, successors or and sease to be paid the principle successor or an agreement of the principle successors or an assign, as follows: First, Topy or cause to be paid the principle sun and interest above specified, or as set out in the certain promisory note or notes hereinbefore referred to, suggested the control of the principle of the principle successors or in defending say section affecting the fill of the principle of the principle successors or in defending say section affecting the fill of the successor or any pure thereof, on his marriage or the definition of the successor of the premises and other charges which are not have been added to the successor of the premises or any pure thereof, or its successor of assigns, and singular to reach instruction of the successor of the premises between the parties beginning to the definition of the successor of the premises between the parties beginning the successor of the premises between the parties beginning the successor of assigns, as distinct on the successor of the principle successor of the principle of the principle of the successor of the principle o	Nine Hundred Fifty and no/100 the 1st day of March A. D th interest according to the tenor and effect of one	DOLLARS D. 19 42, at
is all such sums of money as many eavanaced by the party of the second part, its derrs, successors of assignar, and small keep and perform then These Presents to Be Wold, otherwise 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, its research of the party of the memory		
First Darty for themselves and their heirs, executors, administrators, grantees and assigns hereby covenants and agrees with second party, its restrictions 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 promiseory note or notes hereinbefore referred to, togethe all costs and expenses of collection, if any there shall be, and any costs, charges or attempts fee incurred any lacendary protection of the mortgage or a second party is assessed more to defending any action affecting the tilt to said property. Third, To leep the control of the same shall become delinquent. Third, To leep the buildings exceed thereon or at any time hereafter exceed quon said property, insured against loss or damage by first, lightning and torsado in a sum not any the premittion for such insurance when the policies are issued, and to deliver such policies and all recease to second party. Fourth, To keep all improvements, including fences, and all apportenances thereto now upon or hereafter exceed on the said premises in good condition and repair, and not to into repair waste of the premises bereby mortgages, how to see all device same to be used for any unlawful purpose, then the second party may pay such taxes, charges and assessments, may purchase insurance, may redeem from tax sale, may enjoin any waste proposed on the property of additional purpose, then the second party may pay such taxes, charges and assessments, may purchase insurance, may redeem from tax sale, may enjoin any waste proposed on the property of any purchase insurance, may redeem from tax sale, may enjoin any waste property of the property of all poperty from any unlawful purpose, then the second party may pay such taxes, charges and assessments, may purchase insurance, may redeem from tax sale, may enjoin any waste property of a purpose of any	I all such sums of money as may be advanced by the party of the singular the covenants and agreements herein contained for sa	second part, its neits, successors or assigns, and snall keep and perform all
principle of this mortgage, or in forcelosing the same or in defending any action affecting the fitte of any accessed upon or against the said premises or any part thereof, or forced and the property of the	First party for themselves and their heirs, executors, administrates, successors and assigns, as follows:	
Third. To keep the buildings erected thereon or at any time hereafter erected upon said property, insured against loss or damage by fire, lightning and tornado in a sum not han two-thrids of their actual value, loss, if any, payable to second party or its successory or seasesing, such insurances to be obtained in a company satisfactory to second party. Fourth. To keep all improvements, including fences, and all appurtenances thereto now upon or hereafter exceted on the said premises in good condition and repair, and not to its or permit waste of the premises hereby mortgaged, nor use or allow same to be used for any unlawful purpose. 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 premises used for any unlawful purpose, when the second party any payable was and any morters so expended shall be repaid to second party, its successor or mastern that the recent party and the payable and any morters so expended shall be repaid to second party, its successor or mastern that the recent party and the payable and any morters so expended shall be repaid to second party, its successor or mastern that the recent party and the payable and any morters are captured that the party and the payable and any morters are captured that the party and the payable and any morters are captured that the party and the payable and any morters are captured that the party and any morters are captured that the party and any morters are captured that the party and any morters are captured to the payable and paying the payable and any morters are part to exceed party, or any part thereof, their principal street, as the same matures or if first party allows the taxes or assessments or other charges on the said unique and payable as a love, provided, or fail to pay the insurance premiums when the contemplated policies are issued; or fail to pay the insurance premium when the contemplated policies are issued; or fail to pay the	priority of this mortgage, or in foreclosing the same or in defending any action a	affecting the title to said property.
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 premises used for any unlawful purpose, then the second party may pury such taxes, charges and assessments, my premises insurance, may redeem from tax sale, may enjoin any waste such proposes. The propose of the parties hereof the parties of the parties hereof the parties and parties hereof the parties of the parties hereof the parties of the parties hereof the parties hereof the parties of the parties hereof the parties of the parties of the parties hereof the parties of the partie	Third. To keep the buildings erected thereon or at any time hereafter erected uthan two-thirds of their actual alue, loss, if any, payable to second party, or its lay the premium for such insurance when the policies are issued, and to delive	pon said property, insured against loss or damage by fire, lightning and tornado in a sum not s successors or assigns, such insurance to be obtained in a company satisfactory to second party; r such policies and all renewals to second party.
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 interest, as the same matures or if first, party allows the taxes or assessments or other charges on the said mortgage property, or any part thereof, to become delinquent; or early, or that may hereafter at any time be placed thereon, in good repair, or fail to keep the buildings now erected, or hereafter to be erected on said property, insured against ord damage by first and lightning and tornado, payable as above provided; or fail to pay the insurance premiums when the contemplated policies are issued; or fail to deliver such easy or any renewals thereof, to second party, or its assigns, as above provided; or fail to pay the insurance premiums when the contemplated policies are issued; or fail to deliver such easy or the contemplated policies are issued; or fail to deliver such easy or the contemplated policies are issued; or fail to deliver such easy or the manner its validity, then upon the happening of any of said contingencies, at the option of second party, or its assigns, the whole indebendens secured hereby shall use in the party of the second party or its assigns, the whole indebendens secured hereby shall use to improve the party of the second party or its assigns, the whole indebendens secured hereby shall use the party of the first part hereby carries and easts of the option of second party, or its assigns, the whole indebendens secured hereby shall use the party of the first part hereby carries and posts of the party of the first part hereby expressly waives the privilege and rights which are afforded by the moretage for any cause, the premises hereinsbove thed may be offered for sale as one tract. IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written. C. C. Givan to me personally known to be the identical person. whose name is subscribed to the foregoing mortgage as maker thereof, and ac	Fifth. That should first party fail to pay said taxes, charges or assessments, or e used for any unlawful purpose, then the second party may pay such taxes, chemoval of improvements or use of said property for any unlawful purposes and payments, and all such expenditures.	to effect and maintain said fire and tornado insurance or suffer waste or permit said premises larges and assessments, may purchase insurance, may redeem from tax sale, may enjoin any waste any moneys so expended shall be repaid to second party, its successors or assigns, with interest ares shall be secured by this mortgage and shall be collectible as a part of and in the same
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 Iowa, cially 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 hereinabove ribed may be offered for sale as one tract. IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written. C. C. Givan ATE OF IOWA, Madison County, ss. On the 22nd day of June A. D. 19 39, before the undersigned, a Notary Public in and for Madison anty, Iowa, came C. C. Givan, a single person, 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 his voluntary act and deed. WITNESS my hand and Notarial Seal, the day and year last above written.	Mixth. And it is further agreed between the parties hereto that if default shall nterest, as the same matures or if first party allows the taxes or assessments or ove or suffer to be removed any buildings, fences, or other improvements there early, or that may hereafter at any time be placed thereon, in good repair, or for damage by fire and lightning and tornado, payable as above provided; or fail cies, or any renewals thereof, to second party, or its assigns; or use or permit sain erty shall be diminished; or if any suit be brought by any person, affecting in a cting in any manner its validity, then upon the happening of any of said conting out notice immediately become due and collectible; and the second party or its as Seventh. It is further agreed that the rents, issues, and profits of said real estat in case of foreclosure of this mortgage for any cause, the holder of same shall be ling foreclosure, sale and redemption, and to collect the rents of said real estate	
C. C. Given C. C. Given ATE OF IOWA, Madison County, ss. On the 22nd day of June A. D. 19 39, before the undersigned, a Notary Public in and for Madison nty, Iowa, came C. C. Givan, a single person, 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 his voluntary act and deed. [SEAL] WITNESS my hand and Notarial Seal, the day and year last above written.	Eighth. It is further agreed and the party of the first part hereby expressly waive cially agreeing that the said premises shall be liable for the debt hereby secured ibed may be offered for sale as one tract.	
ATE OF IOWA, Madison County, ss. On the	IN WITNESS WHEREOF, we have hereunto set our hands	•
The OF IOWA, Madison County, ss. On the 22nd day of June A. D. 19 39, before the undersigned, a Notary Public in and for Madison nty, Iowa, came C. C. Givan, a single person, 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 his voluntary act and deed. [SEAL] WITNESS my hand and Notarial Seal, the day and year last above written.		
On the 22nd day of June A. D. 1939, before the undersigned, a Notary Public in and for Madison nty, Iowa, came C. C. Givan, a single person, 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 his voluntary act and deed. [SEAL] WITNESS my hand and Notarial Seal, the day and year last above written.		
to me personally known to be the identical person. 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 his voluntary act and deed. [SEAL] WITNESS my hand and Notarial Seal, the day and year last above written.	ATE OF IOWA, Madison County, ss.	
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mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed. [SEAL] WITNESS my hand and Notarial Seal, the day and year last above written.		
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Chinley & Webster	mortgage as maker thereof, and acknowledge act and deed. [SEAL] WITNESS my hand and Notarial S	•
Notary Public in and for Madison County, Iowa.		Shirley A. Webster