

Mortgage Record, No. 89 , Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA B88562 (1)

MORTGAGE

SIDNEY HARTMAN, WIDOWER

TO

W. T. GUIHER

Filed for record the 25 day of October

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

#6246 Pearl E. Shetterly, Recorder.

By, Deputy.

Recording fee, \$ 1.00

THIS MORTGAGE, Made the 18th day of October 1939, by and between  
SIDNEY HARTMAN, widower,  
of Madison County, and State of Iowa, hereinafter called the mortgagors, and  
W. T. Guiher, of Winterset, Iowa,  
hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of  
ONE HUNDRED TWENTY-ONE & 54/100 (\$ 121.54 ) 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:

Lot Four (4), of the Re-Sub Division of Lots Eleven (11),  
Twelve (12) and Thirteen (13), of Hutchings Addition to  
the City of Winterset, Iowa,

This mortgage is given for the unpaid purchase price of said property,  
under Contract of date May 1st, 1935.

This Mortgage having been  
paid in full, I hereby release and  
discharge the same of record, this  
15th day of April, 1942.  
W. T. Guiher  
Pearl E. Shetterly Recorder  
Winterset, Iowa

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 interests known as dower, or however else, 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  
TWENTY-FIVE & 00/100 (\$ 25.00 ) Dollars, on the 18th day  
of April A. D. 19 40, and a like sum on the 18th day of October, 1940, the  
18th day of April, 1941, the 18th day of October, 1941 and the sum of Twenty-one &  
54/100 (\$21.54) Dollars on the 18th day of April, 1942,  
with interest according to the tenor and effect of the five certain promissory note s with out coupons  
attached, of the said Sidney Hartman

bearing even dates with these presents; principal and interest payable at the office of W. T. Guiher

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 their insurable 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 or 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.

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.

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 during the pendency or progress of said cause, on applica-  
tion 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 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 rent-  
ing 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 debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

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

Sidney J. Hartman

STATE OF IOWA, MADISON COUNTY, ss.

On the 25th day of October A. D. 1939, before the undersigned, a Notary Public in and for said  
County, of Madison and State of Iowa came Sidney Hartman, widower,

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 official seal, the day and year last above written., at Winterset, Iowa.

N. E. Hollen

Notary Public in and for Madison County, Iowa.

