

Mortgage Record, No. 89, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA D86562 (1)

MORTGAGE

EUGENE WILSON and wife, PEARL WILSON

Filed for record the 31 day of October

A. D. 1939, at 11:25 o'clock A. M.

TO

#6369

Pearl E. Shetterly

, Recorder.

W. T. GUIHER

By

, Deputy.

Recording fee, \$ 1.00

THIS MORTGAGE, Made the 24th day of October

1939, by and between

EUGENE WILSON and wife, PEARL WILSON,

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 THOUSAND & 00/100

(\$1,000.00

) 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:

Lot Five (5) in Block Eight (8) of the Original
Town of Winterset, Madison County, Iowa,

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
14th day of August 1946
Witnessed by
Pearl E. Shetterly Recorder
William M. Wade Deputy

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 ONE HUNDRED & 00/100 (\$ 100.00) Dollars, on the 24th day of October A. D. 1940, and a like sum on the 24th day of October, 1941, the 24th day of October, 1942, and on the 24th day of October, 1943, and the sum of SIX HUNDRED & 00/100--(\$600.00) DOLLARS on the 24th day of October, 1944,

with interest according to the tenor and effect of the five certain promissory note with out coupons attached, of the said Eugene Wilson and wife, Pearl Wilson, Iowa

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

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 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 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 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.

Eugene Wilson

Pearl Wilson

STATE OF IOWA, MADISON COUNTY, SS.

Clerk District Court

On the 24th day of October A. D. 1939, before the undersigned, ~~Notary Public~~ in and for said of Madison and State of Iowa County, came Eugene Wilson and wife, Pearl Wilson,

to me personally known to be the identical person whose name are subscribed to the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be their voluntary act and deed.

official

Witness my hand and seal, the day and year last above written, at Winterset, Iowa.

F. E. Rose

Clerk of District Court, Notary Public in and for Madison County, Iowa.

