

## Mortgage Record, No. 90, Madison County, Iowa

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

My commission expires on the 4th day of July, 1942.

Harry Collins  
Ruth Collins  
To

#6527

Filed for record the 8 day of November  
A.D. 1939 at 2:55 o'clock P.M.

Norwalk-Cumming State Bank

Fee \$ .80 ✓

Pearl E. Shetterly, Recorder  
Wilma M. Wade, DeputyMORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Harry Collins and Ruth Collins, Husband and Wife of Warren County and state of Iowa, in consideration in the sum of One Hundred Fifty DOLLARS in hand paid by Norwalk-Cumming State Bank of Warren County and State of Iowa, do hereby SELL and CONVEY unto the said Norwalk-Cumming State Bank the following described premises, situated in the county of Madison and state of Iowa to-wit:

The Southwest fractional Quarter ( $\frac{1}{4}$ ) of the Northeast Fractional Quarter ( $\frac{1}{4}$ ) of Section Twenty Five (25) Township Seventy Seven (77) North, Range Twenty Six (26) West 5th P.M. Iowa,

And we hereby covenant with the said Norwalk-Cumming State Bank that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

And we covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever.

And the said Ruth Collins hereby relinquish\_\_ her right of dower in and to the above described premises: PROVIDED always, and these presents are upon this express condition, that if the said Harry & Ruth Collins heirs, executors, or administrators, shall pay or cause to be paid to the said Norwalk-Cumming State Bank executors, and administrators or assigns, the sum of One Hundred Fifty DOLLARS, on the 6th day of November 1940

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| DOLLARS, on the | day of | 1 |
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| DOLLARS, on the | day of | 1 |

with interest at 6 per cent, per annum, payable annually, according to the tenor and effect of 1 promissory note of the said Harry Collins and Ruth Collins payable to Norwalk-Cumming State Bank bearing date November 6th, 1939 then these presents to be void, otherwise to remain in full force.

For Release of annexed Mortgage  
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With option to pay \$ at any time

AND IT IS HEREBY AGREED that if the said Harry Collins and Ruth Collins allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in ten days thereafter, and the Mortgagee their heirs or assigns may proceed at once to foreclose this Mortgage. In case it becomes necessary to commence proceedings to foreclose the same, then the said Harry Collins and Ruth Collins in addition to the amount of said debt, interest and cost, agrees to pay the Mortgagee herein named, or to any assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in foreclosure case.

IT IS ALSO AGREED that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$ ..... and shall deliver the policies and renewal receipts therefor to said second party and should said first party neglect to do so said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum and this Mortgage shall stand as security therefor.

IT IS <sup>ALSO</sup> FURTHER AGREED that in case of default in any of the aforesaid agreements so that this Mortgage can be foreclosed, the rents and profits of said premises, as well before as after ~~the~~ sale on execution, are hereby pledged to the payment of the moneys secured by this Mortgage, and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action therefor, with or without the foreclosure of this Mortgage, said receiver to have the usual powers to take and hold such rents and profits for the benefit of the plaintiff and subject to the order of the court.

Signed and delivered this 6th day of November 1939.  
EXECUTED IN THE PRESENCE OF

Harry Collins  
Ruth Collins

STATE OF IOWA, WARREN COUNTY, ss:

On this 6th day of November, A.D. 1939, before me, a Notary Public in and for said County, personally came Harry Collins and Ruth Collins to me personally known to be the identical persons whose names .... affixed to the foregoing instrument as grantors and acknowledged execution of the same to be their voluntary act and deed.

**NOTARIAL  
SEAL**

WITNESS my hand and Official Seal on the date last above written.

K. B. Lanning  
Notary Public in and for Said County.

Bert A. Young and Evelyn O. Young #6598

Filed for record the 14 day of November

from now until the debt secured hereby shall be paid in full, the intention being to convey