Martin P. McNamara & wf	Filed for Record this 2 day of December
	193.9., a4:13.o'clock P. M.
то	#6896 Pearl E. Shetterly Reco
Farmers & Merchants St. Bank	
	Recording Fee \$ 1.10
THIS MORTGAGE, made the 2nd day of	December 1939, by and bet
Martin P. McNamara and Beulah V. McNama	ara, Individually and as husband and wife
f Madison County and State of Iov	after wa, herein/called the mortgagors and
Farmers and Merchants State Bank ereinafter called the mortgagee.	k, Winterset, Iowa,
	ne sum of
Seven Hundred Fifty & No/100	(\$.750.00) DOLL
aid by the mortgagee, do hereby convey to the mortgagee, its	heirs and assigns forever, the following tracts of land in the coun
Outlot Twelve (12) of Laughridge & Winterset, Iowa, and	
The West Forty-four (44) rods in w	width of
the Northeast Frantional Quarter (of Section Six (6), in Township Se	eventy-five (75) North, of Range
Twenty-seven (27) West of the 5th tract described as follows:- Comme	P.M., excepting therefrom a encing at the Southwest corner
of said Northeast Fractional Quart	ter (1) of the Northwest Quarter
$(\frac{1}{4})$ of Section Six (6), running the thence East Eight (8) rods, thence	e South Forty-four (44) rods, thence
West Eight (8) rods to the place o strip Thirty (30) feet in width al	of beginning, and also excepting a
excepted tract	long the entire North Time of Band
itions:	r, or however else, are hereby conveyed. To be void upon the following its heirs, executors or assigns the sum of
Twelve & 50/100	(\$ 12.50) DOLL
the 15th day of January	A. D. 1940, and the sum of \$12.50 on the 15th
	ipal sum is paid in full in addition to inter
yable monthly ith interest according to the tenor and effect of the one	certain promissory noteof the said
Martin P. McNamara and Beu	ulah V, McNamara
ated <u>Dec. 2nd.</u> A. D. 1939, and agee, according to the terms of such indebtedness, or of the condition	d all such other sums of money as may at any time be owing to the said n
SECOND. That the mortgagors shall keep the buildings on said real est	state insured in some responsible company or companies, satisfactory to the mortgaged neir actual value, and deliver the policies and renewal receipts to the mortgagee.
THIRD. That the mortgagors shall pay, when due, all prior liens on	said premises, if any, and shall promptly pay all interest thereon, and strictly comply or may become a lien on said premises before delinquent; if mortgagors fail or neglect
by such prior liens or interest thereon or taxes, or promptly effect such insur-	trance, then the mortgagee may do so, and is authorized hereby to at any time pay of ll sums of money so paid shall be recovered with eight per cent interest per annum the
om the date of such payments, and shall be secured hereby; and should more	rtgagee become involved in litigation, in maintaining the security created by this mortga age shall secure the repayment and recovery of all money, costs expenses or advances
cured, to the same extent as if such sums were a part of the original debt se	ent thereto; and any and all such sums so paid out shall constitute a part of the debt he ecured hereby, and with eight per cent per annum thereon from the date of any such
A failure to comply with any one or more of the above conditions of this	is mortgage, either wholly or in part, including the payment of any and all interest
ne, shall at the mortgagee's option, cause the whole and all sums hereby see And the mortgagors hereby pledge the rents, issues and profits of said r	real property for the payment of said principal sum, interest, attorney's fees and costs
id suit shall be instituted, or any judge thereof, shall, at the commencement of the plaintiff, without any notice whatsoever, appoint a receiver to take p	and the filing of a bill or petition for the foreclosure of this mortgage, the court in v of said action or at any stage during the pendency or progress of said cause, on applic possession of said property, and collect and receive said rents and profits and apply the
the payment of said debt under the order of the court and this stipulation any part thereof is used as a homestead, and without proof of any other gr	n for the appointment of a receiver shall apply and be in force whether or not said progrounds for the appointment of a receiver than the default aforesaid.
leasing of said premises, while this moragage remains unsatisfied, all rent s	administrators, executors, grantees, lessees, tenants and assigns, and in case of the reshall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on
bt as aforesaid, and no payment made to anyone other than said mortgagee	e, or his assigns, shall constitute payment or discharge of said rental. ee, mortgagee's reasonable attorney's fees are to be considered as a part of the costs o
	y and year first herein written.
And in the event a suit is lawfully commenced to foreclose this mortgage it and collected in the same manner. IN WITNESS WHEREOF, signed by the mortgagors, the day	
it and collected in the same manner.	Martin P. McNamara
it and collected in the same manner.	Martin P. McNamara Beulah V. McNamara
it and collected in the same manner. IN WITNESS WHEREOF, signed by the mortgagors, the day TATE OF IOWA, Madison County, ss.	Beulah V. McNamara
it and collected in the same manner. IN WITNESS WHEREOF, signed by the mortgagors, the day TATE OF IOWA, Madison County, ss. On the 2nd day of December	
And in the group a suit is lagrifully assumed at family the ment	

WITNESS my hand and Notarial Seal, the day and year last above written.

J. W. McKee

Notary Public in and for Madison County, Iowa.