

Mortgage Record, No. 90, Madison County, Iowa

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

R. J. Jones

#7075

Filed for record the 16 day of December
A.D. 1939 at 2:30 o'clock P.M.

To

Fee \$ 1.30 ✓

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

John R. McNamara

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Robert J. Jones of the County of Madison, State of Iowa for and in consideration of the sum of One Thousand DOLLARS (\$1000.00), in hand paid by John R. McNamara ofCounty, Missouri, do hereby sell and convey unto the said John R. McNamara the following described premises situated in the County of Madison, State of Iowa, to-wit:

Lot 2, Block 17, in the West Addition of Winterset, Iowa in
Madison County.

This mortgage is given subject to a prior mortgage and note in the sum of One
Thousand Dollars payable to Farmers & Merchants State Bank of Winterset, Iowa.

together with all of the rent, issues, use, and profits of said real estate accruing from
and/or raised thereon from now until the debt secured hereby shall be paid in full.

And I hereby covenant with the said John R. McNamara that I hold the said premises by
title in fee simple; that I have good right and lawful authority to sell and convey the same;
that they are free and clear of all liens and encumbrances whatsoever; other than the mortgage
aforesaid. and I covenant to warrant and defend the said premises against the lawful claims of all
persons whomsoever; and the saidhereby relinquish ...right of dower in and to the
above described premises, and said grantors herein hereby waive homestead rights in and to
the above described premises.

PROVIDED, always and these presents are upon the express condition, that if the said Robert
J. Jones his, heirs, executors or administrators shall pay or cause to be paid to the said
John R. McNamara his executors, administrators, successors or assigns, the sum of One Thousand
Dollars, on the 15th day of December, 1940 with interest thereon at 7 per cent per annum
according to the tenor and effect of the \$1000.00 promissory note of the said Robert J. Jones
payable to the order of John R. McNamara bearing 7 per cent interest date Dec. 15, 1939 then
these presents to be void, otherwise to remain in full force.

It is further agreed by the mortgagors that in case default is made in the payment of
any installment of interest upon said note or any part of the principal thereof, or upon de-
fault in the performance of any of the covenants herein contained, then said principal and all
overdue interest shall draw interest at the rate of seven per cent per annum.

It is further agreed by the mortgagor that he will keep the buildings now erected, or
hereafter erected upon said premises, insured against loss by fire, lightning, windstorm and
tornado in a company or companies selected or approved by the mortgagee, to the full insurable
value thereof, for the benefit of the mortgagee, his successors or assigns, said policies to
be delivered to the mortgagee and to be retained by him until the indebtedness secured hereby
shall be fully paid. It is further agreed that said mortgagee may at election, insure said
property upon the failure of the mortgagor to do so, and this mortgage shall be security for the
the cost of said insurance together with seven per cent interest thereon; but the election by
said mortgagee to insure said property shall not bar foreclosure of this mortgage for default
in the furnishing of insurance by said mortgagor.

It is further agreed by the mortgagor that they will pay the taxes and all public rates
and assessments on the above described property before the same become delinquent and deliver
the original or duplicate tax receipt to the mortgagee at each taxpaying period; but upon
failure of the mortgagor to do so, the mortgagee may, at his election, pay said taxes, rates
and special assessments which are a lien upon said property at any time after March 31st in
each year, and this mortgage shall stand as security for the taxes paid by mortgagee, together
with seven per cent interest thereon from date of payment. The election by said mortgagee to
pay the taxes, rates and special assessments assessed against said property shall not bar fore-

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closure of this mortgage for default in the payment of said taxes, rates and special assessments by the mortgagor.

And it is further agreed that if default be made in the payment of any of the notes secured hereby, or any part thereof, or of any installment of interest upon any of said notes, as the same matures, or if the mortgagor shall allow the taxes, rates or special assessments on the above described premises, or any part thereof, to become delinquent, or shall fail to furnish insurance as above provided for, or shall fail to perform any covenant herein, or shall do any act whereby the value of said property shall be impaired, then, upon the happening of said contingencies, the whole amount herein secured shall become due and payable, provided the mortgagee shall so elect, and no notice of such election shall be required; and the mortgagee, successors or assigns may proceed at once to foreclose this mortgage and sell the mortgaged property, or so much thereof as may be necessary to satisfy said debt, interests and costs, including a reasonable attorney's fee and fee for continuation of abstract in event of foreclosure, which attorney's fee and cost of abstract continuation shall be secured by this mortgage.

It is also agreed that in case of default in any respect the mortgagee, his successors or assigns, either before, or on the commencement of any action to foreclose this mortgage, or at any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the said premises and to rent the same, collect the rents, issues and profits therefrom, for the benefit of said mortgagee, and such right shall in no event be barred, forfeited, or retarded by reason of a judgment, decree, or sale in such foreclosure, and the right to have such receiver appointed upon application of the mortgagee shall exist regardless of the fact of solvency or insolvency of the debtor or mortgagor, and regardless of the value of said mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises during the statutory period of redemption.

It is further agreed that this mortgage and the property covered thereby shall stand to secure such further advances as may be made to the mortgagors or any of them by the mortgagee, or on their account before the satisfaction hereof.

The undersigned parties further agree jointly and severally to pay all sums of money hereby secured or intended to be secured, without reference to the right, title, or interest of the undersigned parties in and to said premises.

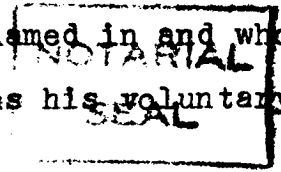
It is further agreed that all the covenants herein contained shall extend to and be binding upon the heirs, administrators, executors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, witness our hands hereto affixed this 15 day of December, A.D. 1939.

R.J. Jones

STATE OF IOWA MADISON COUNTY)SS

On this 15th day of December A.D. 1939, before me, Dorothy D. Longenecker a Notary Public in and for Madison County, Iowa, personally appeared R.J. Jones to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Dorothy D. Longenecker
Notary Public in and for Madison County, Iowa.
Filed for record the 23 day of December