

Mortgage Record No. 89 , Madison County, Iowa

JERKINS & PERGMANN CO., WATERLOO, IOWA, 1918

L. D. Preston

TO
Kathryn Kale

Filed for record the 30 day of December
A. D. 1939 , at 9:50 o'clock A. M.
#7390 Pearl E. Shetterly, Recorder.
By _____, Deputy.
Recording Fee, \$.80 ✓

THIS MORTGAGE, Made the 30th day of December 1939, by and between
L. D. Preston
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
Kathryn Kale hereinafter called the mortgagee.
WITNESSETH: That the mortgagor, in consideration of the sum of eight hundred (\$ 800) DOLLARS
paid by the mortgagee, do hereby convey to the mortgagee her heirs and assigns, forever, the following tracts of land in the County
of Madison, State of Iowa, to-wit:

West Edition, lot 9, block 18

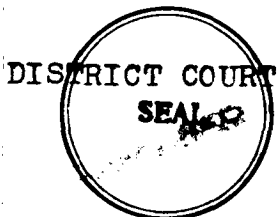
This Mortgage being loan
paid in full. I hereby release and
discharge the sum of record, this
27 day of February 1943
Kathryn Kale
Witnessed by
Pearl E. Shetterly Recorder
William M. Wade Deputy

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 interest known as dower are hereby conveyed. To be void upon the following conditions:
First. That the mortgagors shall pay to the mortgagee or her heirs, executors, or assigns, the sum of eight hundred (\$800) Dollars, \$50 to be paid 1st of Jan-\$50 to be paid 1st of July each year.
on the -- day of -- A. D. 193 --,
with interest at the rate of 6 per cent per annum, payable semi annually, according to the tenor and effect of the --
certain promissory note --, of the said --
bearing even date herewith; principal and interest payable at the office of --
Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfac-
tory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds their 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 mortga-
gors fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become in-
volved 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 ~~and~~
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.
Fourth. 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 sum hereby secured to become due and collectible forthwith
without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to
rent the same, and shall be held liable to account to mortgagors only for the net profits thereof, and such possession for such purposes shall
continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner
prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.
Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney
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.

L. D. Preston

STATE OF IOWA, MADISON COUNTY, ss. Clerk of District Court
On the 30th day of December A. D. 1939, before me, the undersigned, a ~~Notary Public~~, in and for
said County, ~~State of~~ came
L. D. Preston

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.



P. E. Rose
Clerk of District Court
~~Notary Public~~ in and for Madison County, Iowa