

Mortgage Record, No. 90, Madison County, Iowa

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

and abstract of title showing good clear and marketable title to the said property is made

Paul Samson, as such property is to remain the property of said company.

Donna L. Norton

#941

Filed for record the 9 day of February
A.D. 1939 at 2:08 o'clock P.M.
Pearl E. Shetterly, Recorder

To
Scott County Teachers'
Association Credit Union.

Fee \$1.00 ✓

MORTGAGE

THIS INDENTURE, Made and executed the 6th day of February A.D. 1939 by and between Donna L.

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Norton, single, of the County of Scott and State of Iowa, party of the first part, and Scott County Teachers' Association Credit Union of Scott County, Iowa, party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of Six Hundred and 00/100---(\$600.00) DOLLARS, paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted and sold, and does by these presents grant, bargain, sell, convey, and confirm unto the said party of the second part, its successors and assigns forever, the certain tract or parcel of real estate, situated in the County of Madison and State of Iowa, described as follows, to-wit:

Lot Fourteen (14) in Block Ten(10) of the original town of West St. Charles (now called Hanley), Iowa.

And the North Five (5) acres of the North East Quarter ($\frac{1}{4}$) of The South West Quarter ($\frac{1}{4}$) of the North East Quarter ($\frac{1}{4}$) of Section Twenty-two (22) in Township Seventy-five (75) North, Range Twenty-six (26) West of the Fifth P.M.

To have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the second party, and to its successors and assigns forever. The said Donna L. Norton represents to and covenants with the party of the second part, that she has good right to sell and convey said premises; that they are free from encumbrance, and that she will warrant and defend said premises against the lawful claims of all persons whomsoever, and the said party of the first part relinquishes and conveys all right of homestead in said premises.

THIS CONVEYANCE TO BE VOID ON THE FOLLOWING CONDITIONS:

That said Donna L. Norton shall pay said Scott County Teachers' Association Credit Union, or order, the sum of Six Hundred (\$600.) Dollars on or before Twenty-four (24) months, with interest on all said money from this date, until paid, at the rate as stated in note payable according to the one promissory note of the said Donna L. Norton of even date herewith; and it is stipulated in said note, and in this mortgage, that should any of said interest not be paid when due it shall bear interest at the rate of seven per cent per annum from the time the same becomes due, and this mortgage shall stand as security for the same.

That said Donna L. Norton shall pay all taxes and assessments levied upon said real estate before the same become delinquent, and in case not so paid the holder of this mortgage shall have the right to declare the whole sum of money herein secured due and collectible at once or he may pay such taxes or assessments, and be entitled to interest on the same at the rate of seven per cent per annum, and this mortgage shall stand as security for such taxes and interest so paid.

That said Donna L. Norton shall cause the buildings on said premises to be insured, and during the existence of this mortgage keep insured, against loss by fire, in some good company, to be selected by the mortgagee, in the sum of not less than Six Hundred dollars, loss, if any, to be payable to said second party, and shall deliver policies and renewal receipts to said second party; and upon failure to make such insurance or to deliver said policy or renewal receipts, said second party may make such insurance or treat this mortgage as due; and if he elects to make such insurance he shall be entitled to interest on the amount paid therefor at the rate of seven per cent per annum, and this mortgage shall stand as security for the amount so paid, with interest as aforesaid.

It is further stipulated and agreed that a failure to pay any of the said money, either principal or interest, within 30 days, after the same becomes due, or a failure to conform or comply with any of the foregoing conditions or agreements, shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest, and costs.

And it is further expressly agreed that in the event of any failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party

For Release of annexed Mortgage see
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shall be, and hereby is, authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard said second party in the collection of said sums by foreclosure or otherwise.

And it is further agreed that in the event of the commencement of an action for the foreclosure of this mortgage, upon any default being made, that statutory attorney's fees shall become due from the first party to the second party, and shall be paid in the event of a settlement before a decree of foreclosure shall be obtained; and if a decree of foreclosure shall be entered, then statutory attorney's fee shall be taxed by the court and included in said record.

In Testimony Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Donna L. Norton (Seal)

STATE OF IOWA, Scott County, ss.

On this 7th day of February A.D. 1939, before me, Frances E. Plath, a Notary Public in and for Scott County, Iowa, personally appeared Donna L. Norton, single, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL
SEAL

Frances E. Plath

Notary public in and for Scott County, Iowa