

JENKINS & FERGEMANN CO., WATERLOO, IOWA, 1918

J. WESLEY SMITH and JENNIE V. SMITH
TO
W. T. GUIHER
#1314
Filed for record the 29 day of February
A. D. 1940, at 9:30 o'clock A.M.
Pearl E. Shetterly, Recorder.
By _____, Deputy.
Recording Fee, \$.80 ✓

THIS MORTGAGE, Made the 29th day of February 19 40, by and between
J. WESLEY SMITH and JENNIE V. SMITH, husband and wife,
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
W. T. GUIHER hereinafter called the mortgagee.
WITNESSETH: That the mortgagor, in consideration of the sum of THREE HUNDRED SEVENTY-FIVE & 00/100 (\$375.00) DOLLARS
paid by the mortgagee, do hereby convey to the mortgagee his heirs and assigns, forever, the following tracts of land in the County
of Madison, State of Iowa, to-wit:

The North Half (N $\frac{1}{2}$) of Out Lot Eight (8)
in the South Addition of Out Lots to the City of
Winterset, Iowa,

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
11 day of June 1943
Michael E. Gray - Trust & Shetterly
Recorder

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 his heirs, executors, or assigns, the sum of
THREE HUNDRED SEVENTY-FIVE & 00/100 (\$ 375.00) Dollars
on the 1st day of March A. D. 1943,
with interest at the rate of 5 per cent per annum, payable -- annually, according to the tenor and effect of the one
certain promissory note, of the said J. Wesley Smith and Jennie V. Smith
bearing even date herewith; principal and interest payable at the office of W. T. Guiher, in Winterset, Iowa.

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 purpose 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.

J. Wesley Smith
Jennie V. Smith

STATE OF IOWA, MADISON COUNTY, ss.
On the 29 day of February A. D. 1940, before me, the undersigned, a Notary Public, in and for
said County, ~~STARR~~, came
J. Wesley Smith and Jennie V. Smith, husband and wife,
to me personally known to be the identical person s whose name s are subscribed to the foregoing
mortgage as maker thereof and acknowledged the execution of the same to be their voluntary act and deed.
WITNESS my hand and official seal, the day and year last above written, at Winterset, Iowa.

Ernestine M. Handel
Notary Public in and for Madison County, Iowa

