

Mortgage Record No. 89, Madison County, Iowa

JENKINS & FERGUSON CO., WATERLOO, IOWA, 1916

John J. Kiernen and  
Alice E. Kiernan  
TO  
Margaret K. Thompson

Filed for record the 25 day of March  
A. D. 1940, at 10:45 o'clock A.M.  
#1866 Pearl E. Shetterly, Recorder.  
By \_\_\_\_\_, Deputy.  
Recording Fee, \$ .80 ✓

THIS MORTGAGE, Made the 8th day of March 1940, by and between  
John J. Kiernen and wife, Alice E. Kiernan  
of Madison County, and State of Iowa, hereinafter called the mortgagors, and  
Margaret K. Thompson hereinafter called the mortgagee.  
WITNESSETH: That the mortgagor, in consideration of the sum of Fifty-four Hundred --- (\$5400/00) 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:

For Assignment of Annexed Mortgage See  
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Government Lots 2 and 6, and the North Half (N<sup>1</sup>/<sub>2</sub>) of Government Lot  
5 in Section 19, being the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of the Northeast  
Quarter (NE<sup>1</sup>/<sub>4</sub>), the East Half (E<sup>1</sup>/<sub>2</sub>) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>)  
and the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of  
Section Nineteen (19). Also, the North Half (N<sup>1</sup>/<sub>2</sub>) of the Northwest  
Quarter (NW<sup>1</sup>/<sub>4</sub>) and the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of the Northwest  
Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Twenty (20). All of the above described  
land being in Township Seventy-seven (77) North, Range Twenty-six  
(26) West of the 5th P.M., Madison County, Iowa, and containing  
in all Two Hundred Ninety-one and Sixty-four Hundredths (291.64)  
acres, more or less,

291.64  
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  
Fifty-four Hundred - - - - - (\$5400.00) Dollars  
on the 1st day of March A. D. 1950, shown in said notes  
with interest at the rate of \_\_\_\_\_ per cent per annum, payable -- annually, according to the tenor and effect of the two  
certain promissory notes, of the said John J. Kiernen and Alice E. Kiernan  
bearing even date herewith; principal and interest payable at the office of Valley Savings Bank, Boonville, 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 or  
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.

John J. Kiernan  
Alice E. Kiernan

STATE OF IOWA, Dallas COUNTY, ss.  
On the 8th day of March A. D. 1940, before me, the undersigned, a Notary Public, in and for  
said County, State of \_\_\_\_\_, came  
John J. Kiernan and Alice E. Kiernan



to me personally known to be the identical persons whose names 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.

E. Eugene Cushman  
Notary Public in and for Dallas County, Iowa