

JENKINS & FERGEMANN CO., WATERLOO, IOWA, 18189

Fred O. Robbins, Unmarried,

TO

C. A. Robbins

Filed for record the 9 day of January

A. D. 1940, at 11:40 o'clock A. M.

#220

Pearl E. Shetterly, Recorder.

By _____, Deputy.

Recording Fee, \$.80

THIS MORTGAGE, Made the 20th day of December A.D. 1939, by and between

Fred O. Robbins, unmarried,

Colorado

of Denver

County, and State of ~~Iowa~~ hereinafter called the mortgagors, and

C. A. Robbins

hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Two Hundred Fifty and no/100 (\$250.00) 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:

(1/5)
My undivided one-fifth/interest in and to the following described real estate, to-wit: The North $\frac{1}{2}$ NW $\frac{1}{4}$ of SW Fr. $\frac{1}{4}$ (22.4 acres) and all that part of S $\frac{1}{2}$ NW Fr. $\frac{1}{4}$ (West of River), and all that part of NW $\frac{1}{4}$ NE $\frac{1}{4}$ (West of Eli Wright 32 Acres), and all that part of NE $\frac{1}{2}$ NW $\frac{1}{4}$ (South & East of River except Primary Road) all being in Section 7, Township 75 North, Range 27, also the East $\frac{1}{2}$ NE $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ (except Highway) in Section 12, Township 75 North, Range 28 West of the 5th, P.M. Iowa.

Subject to the life estate of my mother, Thankful Alma Robbins.

This Mortgage is hereby released and discharged the same of record, this 15th day of May 1940.

Witnessed by Pearl E. Shetterly, Recorder, Madison Co. Made, deposited.

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 Two Hundred Fifty and no/100 (\$250.00) Dollars

on the 20th day of December A. D. 1941, Together with any further sums hereafter advanced by the mortgagee, together with lawful interest thereon.

with interest at the rate of 7 per cent per annum, payable — annually, according to the tenor and effect of the 1 certain promissory note, of the said Fred O. Robbins

bearing even date herewith; principal and interest payable at the office of C. A. Robbins, Winterset, Ia.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory 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 mortgagors fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved 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.

Fred O. Robbins

COLORADO, DENVER
STATE OF ~~IOWA~~, ~~MADISON~~ COUNTY, ss.

On the 5th day of Jan A. D. 1940, before me, the undersigned, a Notary Public, in and for said County, ~~Madison~~, came

Fred O. Robbins, Unmarried,

to me personally ^{to me} 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.

Maurice A. Leight

Notary Public in and for Denver County, Colorado
My Commission expires Oct. 14, 1941

