

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177813-A

Josephine Hammack, Administratrix #2757

Filed for record the 7 day of May
A.D. 1940 at 2:05 o'clock P.M

To Fee \$1.50

Pearl E. Shetterly, Recorder

Jacob F. Blackman, Trustee

ADMINISTRATRIX' MORTGAGE

KNOW ALL MEN BY THESE PRESENCE:

That Whereas, on the 29th day of March, A.D., 1940, Josephine Hammack as administratrix of the estate of Lizzie Fox, Deceased, filed her petition in the District Court of Dallas County, Iowa, praying for order of said Court directing her to execute a mortgage on real estate owned by this estate and described as follows, to-wit:

20 acres of land in Madison County, Iowa, commencing 40 rods north of the Southwest Corner of the Northwest Quarter of Section 6, Township 77 North, of Range 29 West, of the 5th P.M., Madison County, Iowa; thence running east 80 rods; thence north 40 rods; thence west 80 rods; thence south to place of beginning,

And Whereas it appearing to the Court that it is necessary for the administratrix to borrow an additional sum of \$500.00 in order to pay off the debts and charges existing against said estate, including costs of administration and collateral inheritance taxes due the State of Iowa, and

WHEREAS on the 22th day of April, A.D., 1940 the said Josephine Hammack as administratrix of the estate of Lizzie Fox, Deceased, was ordered and directed by the Court to borrow an additional sum of \$500.00 and to execute her administratrix' mortgage deed securing the full sum of \$1,000.00 with 5% interest, payable annually, due in five years after date with optional payments, and

WEHREAS it appearing to the Court that there is a \$500.00 mortgage now on said land to Jacob F. Blackman as Trustee of the Estate of W. B. Kenyon, Deceased, and an order has been made by the Probate Court of Adair County, Iowa, authorizing said Jacob F. Blackman as trustee of the W. B. Kenyon estate to increase said mortgage to the sum of \$1,000.00 for the purpose of raising additional funds and

WHEREAS it appearing to the Court that it would be for the best interest of the estate of Lizzie Fox, Deceased, to borrow an additional sum of \$500.00 secured by first mortgage for the sum of \$1,000.00 on the real estate above described for the purpose of refunding the present \$500.00 and to take care of the costs of administration and unpaid bills, including collateral inheritance taxes now due the State of Iowa.

Now, Therefore, I, Josephine Hammack as administratrix of the Estate of Lizzie Fox, Deceased, in consideration of the sum of \$1,000.00 in hand paid by Jacob F. Blackman as Trustee of the Estate of W. B. Kenyon, Deceased, the receipt whereof is hereby acknowledged, and by virtue of the powers in me vested by law and the orders of this Court as such administratrix, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said Jacob F. Blackman, as Trustee of the Estate of W. B. Kenyon, Deceased, the real estate aforesaid with all appurtenances thereto belonging, to have and to hold the same unto the said Jacob F. Blackman as Trustee, his successors and assigns forever, except upon this express condition:

1. That the said Josephine Hammack as administratrix of the estate of Lizzie Fox, Deceased, has promised to pay the said Jacob F. Blackman as trustee the sum of \$1,000.00 with interest from May 1, 1940, until paid, at the rate of 5% per annum, payable annually, according to the terms of her one promissory note executed by her as said administratrix.

2. That said first party further agrees that interest due and unpaid shall draw interest at the rate of 7% and that all taxes and assessments, either general or special, levied upon said real estate shall be paid before delinquent and if not so paid the holder of this mortgage may draw the full amount with interest herein secured, due or may if he so elects, pay such

Release
For Assignment of Annexed Mortgage See
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taxes and assessments and shall be entitled to draw interest at 7% thereon for all of which this mortgage shall stand as security.

3. That said first party further agrees to keep said premises in as good repair as they now are or may be placed at any time in the future.

4. That first party agrees that in the event of the failure to pay either interest or principal when due or to conform and comply with any agreements and conditions herein that the holder of this mortgage may declare the whole amount secured hereby due and collectible^{at once} at the election of the holder hereof, which election may be manifested by the beginning of a suit hereon and not otherwise.

5. In the event of the beginning of a suit to foreclose this mortgage or to enforce any of its terms a reasonable attorney fee and all expenses including abstract of title or continuation thereof, shall be taxed by the Court and included in the judgment and in the decree on foreclosure.

6. Said first party agrees to keep the buildings on said real estate insured against loss or damage either by fire, lightning, high wind and tornado, loss if any payable to the mortgagee as his interest may appear, in a sum not less than \$1,000.00.

7. It is also agreed that in case of default in any respect so that this mortgage can be foreclosed the mortgagee, his heirs or assigns or successors in office, shall before or on commencement of an action to foreclose this mortgage or at any time thereafter be entitled to the appointment of a Receiver who shall have the power to take and hold possession of said premises and to rent the same and collect the rents and profits therefrom for the benefit of said mortgagee, his heirs, assigns successors in office, subject to the orders of this court and no such right shall in any event be barred, forfeited or retarded by reason of judgment, decree or sale in such foreclosure and the right to have such receiver appointed on application of the mortgagee shall exist regardless of the fact of the solvency or insolvency of the mortgagor and regardless of the value of said mortgaged premises or the waste, loss and destruction of rents and profits of said mortgaged premises during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense. All the foregoing conditions and agreements being fully performed this conveyance to be void, otherwise to be in full force and effect.

In Testimony Whereof the parties of the first part has hereto set her hand this 1st day of May, A.D., 1940.

Josephine Hammack Administratrix of the
Estate of Lizzie Fox, Deceased.

STATE OF IOWA, GUTHRIE COUNTY,)ss.

Be it remembered that on this 1st day of May, A.D., 1940, before the undersigned, a Notary Public in and for Guthrie County, Iowa, personally appeared Josephine Hammack as administratrix of the estate of Lizzie Fox, Deceased, to me personally known to be the identical person whose name is affixed to the foregoing mortgage as mortgagor and acknowledged the execution of the same to be her voluntary act and deed as such administratrix.

Witness my hand and ~~the~~ seal the day and year above written.

(Notarial Seal)

STATE OF IOWA, DALLAS COUNTY,)ss.

IN THE DISTRICT COURT OF SAID COUNTY

Carl P. Knox Notary Public
in and for Guthrie County, Iowa.

I, Geo. A. Bennett, Clerk of the District Court in and for said County and State, do hereby certify that the foregoing mortgage deed executed by Josephine Hammack as administratrix of the estate of Lizzie Fox, Deceased, to Jacob F. Blackman as Trustee of the estate of W. B. Kenyon, Deceased, having been by said administratrix returned into Court for approval and it appearing to the Court that said administratrix has complied with all ~~the~~ requirements as by

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law and the rules of this Court required, it is ordered that said mortgage deed of conveyance be and the same was on the 3rd day of May, A.D., 1940, approved by said Court.

Witnesseth my hand and seal of said Court hereto affixed at Adel, Iowa, this 3rd day of May, A.D., 1940.

(DISTRICT COURT SEAL)

Geo A. Bennett Clerk of the District
Court of Dallas County, Iowa.

By Georgia W. Clark Deputy

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA

#2769

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