

Mortgage Record No. 89 , Madison County, Iowa

JERKINS & FERGEMANN CO., WATERLOO, IOWA, 1919

H. Grace Ellis, Widow  
TO  
Shirley A. Webster

#3140

Filed for record the 31 day of May  
A. D. 1940, at 10:08 o'clock A. M.  
Pearl E. Shetterly, Recorder.  
By \_\_\_\_\_, Deputy.  
Recording Fee, \$ .80 ✓

THIS MORTGAGE, Made the 23rd day of May 19 40, by and between  
H. Grace Ellis, widow  
of Madison County, and State of Iowa, hereinafter called the mortgagors, and  
Shirley A. Webster hereinafter called the mortgagee.  
WITNESSETH: That the mortgagor, in consideration of the sum of One hundred Two & 83/100 (\$102.83) 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 South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ )  
of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-nine  
(29), in Township Seventy-six (76) North of Range  
Twenty-six (26) West of the 5th P.M.,

The note given for the principal sum of \$102.83, secured by this mortgage, is  
a part of the unpaid purchase price of said real estate and has priority  
over all other indebtedness secured by this mortgage.

This Mortgage having been  
paid in full, I hereby release and  
discharge the same of record, this  
16th day of July 1942  
Shirley A. Webster  
Witnessed by: Grace E. Shetterly  
Recorder

containing in all 20 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  
One Hundred Two & 83/100 (\$ 102.83 ) Dollars  
on the 23rd day of May A. D. 1940,  
with interest at the rate of 6 per cent per annum, payable - annually, according to the tenor and effect of the two  
certain promissory note S, of the said H. Grace Ellis  
bearing even date herewith; principal and interest payable at the office of Shirley A. Webster, of 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  
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.

H. Grace Ellis

STATE OF IOWA, MADISON COUNTY, ss.

On the 31st day of May A. D. 1940, before me, the undersigned, a Notary Public, in and for  
said County, came  
H. Grace Ellis, Widow

to me personally 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 her voluntary act and deed.  
WITNESS my hand and official seal, the day and year last above written, at Winterset, Iowa.

W. T. Guiher

Notary Public in and for Madison County, Iowa

