

JENKINS & FERGEMANN CO., WATERLOO, IOWA, 18169

J. L. Mease & wf
TO
W. T. Guiher

Filed for record the 23 day of December
A. D. 1940, at 2:30 o'clock P. M.
#6786 Pearl E. Shetterly, Recorder.
By _____, Deputy.
Recording Fee, \$.80

THIS MORTGAGE, Made the 23rd day of December 1940, by and between
J. L. Mease and Pauline Mease, his wife,
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
W. T. Guiher, single, hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of SEVENTY-FIVE & 00/100 (\$ 75.00) 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:

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
26th day of December 1942
W. T. Guiher
Pearl E. Shetterly Recorder
Wilma M. Wade Deputy

East Ten (10) Acres of the Southwest Quarter
(SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section
Thirty-four (34) in Township Seventy-four (74)
North, of Range Twenty-six (26) West of the
5th P.M.

containing in all 10 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
SEVENTY-FIVE & 00/100 (\$ 75.00) Dollars
as follows: - Ten & 00/100 (\$10.00) Dollars of the principle
on the 1st day of January A. D. 1942, 1943, 1944, 1945, 1946 and the balance
of TWENTY-FIVE & 00/100 (\$25.00) DOLLARS on Jan. 1, 1947
with interest at the rate of 4 per cent per annum, payable annually, according to the tenor and effect of the six
certain promissory notes, of the said J. L. Mease and Pauline Mease, his wife,
bearing even date herewith; principal and interest payable at the office of W. T. Guiher, 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 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 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. L. Mease
Pauline Mease

STATE OF IOWA, MADISON COUNTY, ss.

On the 23rd day of December A. D. 1940, before me, the undersigned, a Notary Public, in and for
said County, State of _____, came
J. L. Mease and Pauline Mease, his wife,

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, in Winterset, Iowa.

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

