

Mortgage Record No. 93 Madison County, Iowa

JENKINS & FERGEMANN CO., WATERLOO, IOWA, 1919

Thomas L. Gillespie & wife

TO

J. W. McKee Trustee

Filed for record the 18 day of March

A. D. 1941, at 4:00 o'clock P. M.

#1876

Pearl E. Shetterly, Recorder.

By ☒ Deputy.

Recording Fee, \$.20

THIS MORTGAGE, Made the 1st day of March 1941, by and between
Thomas L. Gillespie and Elizabeth C. Gillespie, husband & wifeof Madison County, and State of Iowa, hereinafter called the mortgagors, and
J. W. McKee, Trustee under the Will of Emil Allgeyer for the Children of Jennie Bruns, hereinafter called the mortgagee.WITNESSETH: That the mortgagor, in consideration of the sum of Eight Hundred - - - (\$800.00) 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:Commencing at the Northwest corner of Lot Six (6) of Depot Addition to Winterset, Iowa,
running thence East Sixty-six (66) feet, thence South One Hundred Thirty-two (132) feet,
thence West Sixty-six (66) feet, thence North One Hundred Thirty-two (132) feet to the
place of beginning.

STATE OF IOWA, Madison County, ss.

I, Rex V. Johnson, Clerk of the District Court in and for said County, do hereby
certify that the foregoing Mortgage executed by J. W. McKee, Trustee as stated therein,
was presented to Hon. W.S. Cooper, Judge of said Court, for approval, in vacation, and
it appearing to said Judge that the said J. W. McKee, Trustee has complied with all the
requirements of law and the orders of said Court in making such sale and conveyance, said
Judge approved said Mortgage on the 15th day of March A.D. 1941, and the order of approval
has been entered of record in my office.Witness my hand and the seal of said Court hereto affixed, this 15th day of March A.D.
1941.

Rex V. Johnson

Clerk District Court

(DISTRICT COURT SEAL)

containing in all - - - acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons who have

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 Eight Hundred
(\$800.00) Dollars, in monthly instalments of \$20.00 each or multiples thereof. Payment
said instalments to begin April 1st 1941 and on the first day of each successive month
thereafter until the entire amount has been paid not later than on the 1st day of July
A.D. 1944
with interest at the rate of 5 per cent per annum, payable semi-annually, according to the tenor and effect of the -certain promissory note, of the said Thomas L. Gillespie and Elizabeth C. Gillespie
bearing even date herewith; principal and interest payable at the office of Farmers & Merchants State Bank, Winterset, IowaSecond. 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.

Thomas L. Gillespie

Elizabeth C. Gillespie

STATE OF IOWA, MADISON COUNTY, ss.

On the 15 day of Mar A. D. 1941, before me, the undersigned, a Notary Public, in and for
said County, State of

Thomas L. Gillespie and Elizabeth C. Gillespie

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.

Etta Ilo Mason

Notary Public in and for Madison County, Iowa



This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
31 day of May 1941