

JENKINS & PERGMANN CO., WAYERLOG, IOWA, 19189

Roy Folwell & Wife
TO
W. T. Guiher
#216
Filed for record the 8 day of January
A. D. 1941, at 10:51 o'clock A. M.
Pearl E. Shetterly, Recorder.
By _____, Deputy.
Recording Fee, \$.80 ✓

THIS MORTGAGE, Made the 8th day of January 19 41, by and between
Roy Folwell and Fern Folwell, husband and 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 Two Hundred Seventy-five (\$275.00) 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:

Lots Nos. Five (5) and Six (6) and West
Eight (8) feet in width of Lot Seven (7) all in
Block Seven (7) of the Original Town of
Patterson, Iowa,

The amount secured by this mortgage being the balance paid by mortgagee to redeem
said premises from Sheriff's Sale, recorded in Sheriff's Sale Book No. 3, page 61.

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Oct 21 1941
W. T. Guiher
Recorder
W. T. Guiher
Deputy

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
Twenty-five & 00/100 - - - - - (\$ 25.00) Dollars
on the 11th day of April, July, October 1941 and on the 11th day of January, April,
July and October 1942, and on the 11th day of January, April, July and October A.D. 1943.
with interest at the rate of 8 per cent per annum, payable annually, according to the tenor and effect of the 11
certain promissory note S. of the said Roy Folwell and Fern Folwell, husband and 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 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.

Roy Folwell
Fern Folwell

STATE OF IOWA, MADISON COUNTY, ss.
On the 8th day of January A. D. 1941, before me, the undersigned, a Clerk of District Court
said County, came
Roy Folwell and Fern Folwell, husband and wife,

to me personally known to be the identical person s whose name s 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. at Winterset, Iowa.

Rex V. Johnson
Clerk District Court
in and for Madison County, Iowa.

