

Acres-Blackmar Co., Burlington. 26615

Lawrence A. Pinckney, and wife

STATE OF IOWA, Madison County, ss.

Filed for record this 23 day of August A. D. 1941

at 10:40 o'clock A. M.

MORTGAGE.

#4766

Pearl E. Shetterly

Recorder.

By Wilma M. Wade

Deputy.

Recording Fees, \$ 1.00

TO
The Trustees of The First Methodist

Church of the Town of Macksburg, etc.

This Mortgage, made this 20th day of August A. D. 1941, by and between

Lawrence A. Pinckney and May Pinckney, his wife,

The Trustees of The First Methodist Episcopal
Church of the Town of Macksburg, Madison County,

of the County of Madison, State of Iowa, hereinafter called the Mortgagors, and / State of Iowa, also

known as The Methodist Church of the Town of Macksburg Madison County, State of

Iowa, hereinafter called the Mortgagee. WITNESSETH: That the Mortgagors, in consideration of the sum of

Fourteen Hundred & no/100 - - - - - (\$ 1400.00) DOLLARS,

The Trustees of The First Methodist Episcopal Church of the Town of Macksburg, Madison County,
paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee/State of Iowa, also known as known as The Methodist
Church of the Town of Macksburg, Madison County, State of Iowa, or assigns
the following tracts of land in the County of Madison, State of Iowa, to-wit:

The West Half (1/2) of the Northeast Quarter (1/4) of
Section Twelve (12), in Township Seventy-four (74)
North of Range Twenty-nine (29) West of the 5th P.M.,
Iowa.

containing in all 80 acres, with all appurtenances thereto belonging; and also all the rents, issues, use, and profits of said land and the crops raised
thereon from now until the debt secured hereby shall be paid in full.

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and hereby expressly waive the platting and recording of homestead in
case of foreclosure and sale thereunder, and agree that said premises may be sold in one tract at such foreclosure sale.

The Trustees of The First Methodist Episcopal Church of the Town of Macksburg, Madison County,
TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee/State of Iowa, also known as The Methodist
Church of the Town of Macksburg, Madison County, State of Iowa,

or assigns, the sum of Fourteen Hundred & no/100 - - - - - (\$ 1400.00) DOLLARS,

on the 20th day of August, A. D. 19 46,

with interest according to the tenor and effect of the one certain promissory note of the said

Lawrence A. Pinckney and May Pinckney, his wife,

dated August 20, 1941, principal and interest payable at the office of Macksburg, Iowa

It is further agreed that the Mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to Mortgagee, for the use and security
of the Mortgagee, in a sum not less than their insurable value, and deliver to the Mortgagee the policies and renewal receipts.

The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises, and interest on all prior liens, if any, as the same become due; if Mort-
gagors fail either to pay such taxes or interest, or promptly to effect such insurance, then the Mortgagee may do so; and should the Mortgagee become involved in litigation, either in maintain-
ing 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, and shall also secure all money advanced for taxes, interest, and 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.

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 sums hereby secured to become due and collectible forthwith without notice or demand.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument without any preference, priority,
or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee, -
or assigns, filing a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of petition for the foreclosure of this mortgage, the court in which
said suit shall be instituted, or any judge thereof, shall at the commencement of said action, or at any stage during the pendency or progress of said cause, on application of the plaintiff, with-
out any notice whatever, appoint a receiver to take possession of said property and collect and receive said rents and profits, and apply the same to the payment of said debt; and this stipulation
for the appointment of a receiver shall apply and be in force whether or not said property, or any part thereof, is used as a homestead, and without proof of any other grounds for the appoint-
ment of a receiver than the default aforesaid.

And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees are to be considered as a part of the costs of the suit and collected in the
same manner.

Signed the day and year first herein written.
The option is hereby given the mortgagors to pay
\$100.00 or any multiple thereof on the principal
sum, on any interest paying date.

Lawrence. A. Pinckney

May Pinckney

STATE OF Iowa

Madison

County.

ss.

On this 20th day of August

A. D. 19 41, before me, the undersigned, a Notary Public in and for

Madison County, Iowa, personally appeared

Lawrence A. Pinckney and May Pinckney, his wife,

to me known to be the person S. named in and who executed the foregoing instrument, and acknowledged that they
executed the same as their voluntary act and deed.

WITNESS my hand and Official Seal the day and year last above written.

Dorothy D. Longenecker

Notary Public in and for

Madison County, Iowa

NOTARIAL
SEAL

Release
For Assignment of Annexed Mortgage See
Mortgage Record 94 Page 439