

JENKINS & PERGMANN CO., WATERLOO, IOWA, 1918

Mahlon R. Henderson & wf

TO
Ella Hardy

Filed for record the 7 day of December
A. D. 1943, at 11:50 o'clock A. M.
#3906 Pearl E. Shetterly, Recorder.
By _____, Deputy.
Recording Fee, \$.80/

THIS MORTGAGE, Made the 7th, day of December 1943, by and between
Mahlon R. Henderson and Mary E. Henderson, husband and wife
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
Ella Hardy hereinafter called the mortgagee.
WITNESSETH: That the mortgagor, in consideration of the sum of Four Thousand & No/100 (\$4000.00) DOLLARS
paid by the mortgagee, do hereby convey to the mortgagee her heirs and assigns, forever, the following tracts of land in the County
of Madison, State of Iowa, to-wit:

Lot Five (5) in Block Fifteen (15) of
West Addition to the City of Winterset,
Iowa.

For Release of Amended Mortgage See
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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 her heirs, executors, or assigns, the sum of
Four Thousand & No/100 (\$4000.00) Dollars, on the 1st day of November A.D. 1950. The said
mortgage indebtedness is to be paid in monthly installments of Fifty & No/100 Dollars, as
follows \$50.00 on January 1st, 1944, and \$50.00 per month thereafter during the term of said
note until the said sum of \$4000.00 is paid.
with interest at the rate of 4 1/2 per cent per annum, payable semi annually, according to the tenor and effect of the one
certain promissory note, of the said Mahlon R. Henderson and Mary E. Henderson

bearing even date herewith; principal and interest payable at the office of the Farmers and Merchants State Bank of Winterset,
Iowa. The option is hereby given the mortgagors to pay \$100.00 or any multiple thereof on any
Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfac- installment
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 paying day.
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 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.

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 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.

Mahlon R. Henderson
Mary E. Henderson

STATE OF IOWA, MADISON COUNTY, ss.
On the 7th day of December A. D. 1943, before me, the undersigned, a Notary Public, in and for
said County, _____, came
Mahlon R. Henderson and wife Mary E. Henderson
to me personally known to be the identical persons 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.



Phil R. Wilkinson
Notary Public in and for Madison County, Iowa