

## Mortgage Record No. 94, Madison County, Iowa

Winterset Madisonian, B-1912

My Commission expires on the 4th day of July, 1945.  
Marie E. Boyd #2061 Filed for record the 2 day of June  
A.D. 1944 at 2:43 o'clock P.M.  
To Fee \$1.10 ✓  
Mary E. Jones Pearl E. Shetterly, Recorder

TOWN LOT MORTGAGE

THIS INDENTURE, made this 31st day of May in the year A.D. 1944, between Marie E. Boyd, single of Madison county, State of Iowa of the first part, and Mary E. Jones of Pocahontas county, State of Iowa, of the second part, witnesseth that the said part.. of the first part, for the consideration of One Thousand and No/100 DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said part... of the second part, her heirs and assigns, forever, the following described real estate lying and being situated in the Town of Winterset and State of Iowa, and known as Lot numbered Five (5) in Block numbered Twenty-nine (29) Original Plat as said lot is laid down and described on the plat of the said town as recorded in the office of the Recorder of said County of Madison;

To have and to hold the premises above described, with all the appurtenances thereunto belonging, unto said second part... and to her heirs and assigns forever. The said part... of the first part hereby covenanting that the above described premises are free from any incumbrance. and she will warrant and defend the title unto the said part.. of the second part, her heirs and assigns, against all persons whomsoever lawfully claiming the same.

Provided, always, and these presents are upon this express condition, that if the said Marie E Boyd her heirs, executors or administrators shall pay or cause to be paid to the said Mary E. Jones her heirs, executors or administrators or assigns the sum of Two Hundred Fifty and no/100 Dollars on the 1st day of sept, 1944 and \$15.00 per month, payable at Rolfe Iowa on the 1st day of each month after Sept 1 1944 until said amount is fully paid with interest at the rate of 4 percent per annum, according to the tenor and effect of the one promissory note of the said Marie E Boyd payable to Mary E Jones bearing date May 31 1944 then these presents to be void, otherwise to remain in full force.

This mortgage is given to secure the payment of any and all indebtedness now owing from the mortgagors, or either of them, to the mortgagee, in whatever manner evidenced, with interest thereon, and to secure also the payment of any and all sums in which the mortgagors, or either of them, may hereafter come to be indebted to the mortgagee, in whatever manner evidenced, and the interest thereon as the same shall accrue, it being the intent that so long as the mortgagors, or either of them, shall be in any manner or in any sum indebted to the mortgagee, this instrument shall stand and shall be security for the payment of such indebtedness.

And it is agreed that the said first party shall keep the buildings now on said premises, or that may hereafter be erected thereon, insured in some responsible and approved company or companies, to be selected by the mortgagee, for the benefit of said second party, in the sum of not less than Twelve Hundred & no/100 Dollars, and shall deliver the policies, and renewal receipts to said second party; and should said first party neglect to do so, said second party or assigns may effect such insurance,

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and recover of said first party the amount paid therefor, and interest at the rate of 6 per cent per annum, and this mortgage shall stand as security therefor. Said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste, or permit the value of said premises to depreciate by neglect or want of care.

And it is further agreed if default shall be made in payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above describe real estate shall remain unpaid for the space of three months after the same are due and payable, which taxes may be paid by the said part... of the second part, then the whole indebtedness shall become due, and the said part... of the second part ... heirs or assigns, may proceed by foreclosure, or in any lawful mode to make the amount of said note, together with all interest and costs and all taxes and assessments accrued or paid by said part... of the second part on said real estate, together with interest at the rate of 6 percent per annum, and all the taxes and assessments so paid by said part... of the second part, together with a reasonable fee for plaintiff's attorney out of the aforesaid real estate.

A receiver of the mortgaged property shall be appointed on the application of the said mortgagee, at any time after default of the mortgagor as to any of the provisions hereof, either independently or in connection with foreclosure, and if in connection with such foreclosure may be appointed at the commencement of the suit, or during its pendency, or after decree of sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

And .... wife of said .... hereby relinquishes her right of dower in the real estate therein mentioned, subject to the above reservations and conditions.

In Testimony Whereof the said part... of the first part has set her hand the day and year above written.

Marie E. Boyd

STATE OF IOWA, Madison County, ss:

On this 2nd day of June A.D. 1944, before me N E Hollen a notary public in and for Madison County, Iowa, personally appeared Marie E. Boyd, a single person to me known to

be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

N E Hollen

Notary Public in and for said County.

Butt Vonn Cummins & Bush

#2105

Filed for record the 8 day of June.