

Mortgage Record 108 Page 572
Change of name - Mar 27-8
Dorothy M. Hagerla et al

#2577

Filed for record the 31 day of
July A.D. 1944 at 10:15 o'clock
A.M.To
Burlington Savings Bank

Fee \$.80 ✓

Pearl E. Shetterly, Recorder

IOWA REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That Harry D. Herman and Bessie Herman and Cecil A. Hagerla and Dorothy M. Hagerla of the County of Des Moines and State of Iowa, for the consideration of Seven thousand and no/100 DOLLARS, hereby SELL AND CONVEY to Burlington Savings Bank, Burlington of the County of Des Moines and State of Iowa the following described Real Estate, situated in the County of Madison and State of Iowa, to-wit:

The South 1/2 of Lot 3 except the east 16 feet thereof used for alley and the South 1/2 of Lot 4, all in Block 11 of the Original Town of Winterset, Madison County, Iowa

and subject to party wall agreement filed December 29, 1939, in miscellaneous record 23, page 121 in the office of the County Recorder, Madison County, Iowa.

This is a purchase money mortgage.

And we WARRANT THE TITLE to the same against all persons whomsoever, and waive all right of dower and homestead therein.

This Conveyance To Be Void, if the said Mortgagors shall pay or cause to be paid, to said Mortgagee or his assigns, the sum of Seven thousand and no/100 DOLLARS, on the 1st day of September A.D. 1947, with interest thereon at the rate of four per cent. per annum, payable semi-annually, and seven per cent. interest on all principal and interest overdue, at Burlington Savings Bank, Burlington, Iowa until the same is fully paid, according to the tenor and effect of the one promissory note of the said Harry D. Herman and Bessie Herman, Cecil A. Hagerla and Dorothy M. Hagerla bearing date July 26th 1944. It is Agreed, However, That the said Mortgagor shall, while any part of said principal or interest remains unpaid, neither commit nor permit waste on said premises; shall pay all taxes on said mortgaged property before they become delinquent, and shall keep the buildings thereon insured to the satisfaction of the Mortgagee, and the policy payable in case of loss, to the holder hereof, as his interest may then appear; and in case of failure to comply with either of these provisions, the holder hereof shall have the option to pay said tax and effect said insurance, and may add the amount so paid to the sum next falling due, with interest thereon at seven per cent. per annum from date of payment until paid.

It is Also Agreed, that if said mortgagor shall fail to pay principal or interest as they fall due, or neglect or refuse to pay the taxes or effect the insurance, as above provided for, then the holder hereof may have the option, without giving notice, to consider the whole indebtedness secured by this mortgage due and collectible, and may at once proceed to foreclose. And it is Further Agreed, that in the event of the commencement of an action to foreclose this mortgage, the mortgagee or his assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take possession and control and preserve the same, and rents and profits thereof, for the payment of the mortgaged debt, and receiver's costs and expenses and may discharge such duties as are reasonably incumbent upon a receiver. And it is Further Agreed, that in any action that may be brought for any sum due under the provisions of this mortgage, the holder hereof shall be entitled to recover of the maker hereof a reasonable sum as attorney's fee.

And it is Specifically Agreed, That this mortgage shall be a lien upon the premises herein described for the full and complete performance of all the stipulations contained herein. And it is Further Expressly Agreed, and Declared, That this mortgage and the notes secured by the same, are made and executed in accordance with the laws of the State of Iowa, and to be in all respects construed hereby.

In Witness Whereof, we have hereunto set our hands this 26th day of July A.D. 1944.

Dorothy M Hagerla
Cecil A Hagerla
Harry D. Herman
Bessie Herman

STATE OF IOWA)
Des Moines County,)

SS.

On this 27th day of July A.D. 1944 before me the undersigned a Notary Public in and for Des Moines County, personally appeared Harry D. Herman and Bessie Herman, his wife, to me known to be the persons whose names are affixed to the above instrument as Mortgagors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

Roy H. Hentzel
Notary Public in and for Des Moines County, Iowa
My commission expires July 4, 1945.

(Notarial Seal)
STATE OF IOWA)
Madison County)

SS

On this 26 day of July A.D. 1944 before me, the undersigned a Notary Public in and for Madison County, personally appeared Cecil A. Hagerla and Dorothy M. Hagerla, his wife, to me known to be the persons whose names are affixed to the above instrument as Mortgagors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

My commission expires July 4, 1945.

L.V. Powers.
Notary Public in and for Madison County, Iowa

Annexed Mortgage See

Page 83

490