

Mortgage Record No. 95, Madison County, Iowa

JENKINS & FERGEMANN CO., WATERLOO, IOWA, 18182

Jan J. Kobylasz and wife

TO

W. T. Guiher

Filed for record the 4 day of August

A. D. 1944, at 4:25 o'clock P. M.

#2649

Pearl E. Shetterly, Recorder.

By Wilma M. Wade, Deputy.

Recording Fee, \$.80

THIS MORTGAGE, Made the 4th day of August 1944, by and between

Jan J. Kobylasz and Jennie Kobylasz, husband and wife

of Madison County, and State of Iowa, hereinafter called the mortgagors, and

W. T. Guiher

hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of One Thousand Six Hundred Fifty (\$1,650.00) 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:

Commencing at the Southwest Corner of Lot Four (4) in Block Twenty-five (25) of the Original Town of Winterset, Iowa, running thence North Twenty-two (22') feet, thence East Thirty-three (33') feet; thence North Five (5') feet, thence East Eleven (11') feet, thence South Twenty-seven (27') feet, thence West Forty-four (44') feet to the place of beginning.

The Five and One-half (5.5') feet, in width, adjoining the above tract on the East is to be kept open as an easement.

Given to secure the unpaid purchase price of said property.

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 One Thousand Six Hundred Fifty (\$1,650.00) Dollars, \$300.00 due August 1, 1945, Six (6) notes of \$50.00 each due August 1, 1946, 1947, 1948, 1949, 1950 and 1951 respectively, and \$1,050.00 due August 1, 1952 each given on the 1st day of August A. D. 1944.

with interest at the rate of 4 per cent per annum, payable annually, according to the tenor and effect of the 8

certain promissory notes, of the said Jan J. Kobylasz and Jennie Kobylasz

bearing even date herewith; principal and interest payable at the office of W. T. Guiher, with option to pay any amount at anytime.

Second. 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 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 mortgagors fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved 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 ~~secured~~ secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of ~~the~~ 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.

Jan J. Kobylasz

Jennie Kobylasz

STATE OF IOWA, MADISON COUNTY, ss.

On the 4th day of August A. D. 1944, before me, the undersigned, a Notary Public, in and for

said County, State of

Jan J. Kobylasz and Jennie Kobylasz

to me personally known to be the identical persons whose names 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.

Marguerite Morrissey

Notary Public in and for Madison County, Iowa

NOTARIAL
SEAL
SEAL

paid in full, I hereby release and discharge the same of record, this 19 day of July 1947 Witnessed by W. T. Guiher Wilma M. Wade Recorder