

JENKINS & FERGEMANN CO., WATERLOO, IOWA, 1918

Ivan & Pauline Austin

TO

W. T. Guiher

Filed for record the 22 day of February

A. D. 19 44, at 9:06 o'clock A. M.

#596

Pearl E. Shetterly, Recorder.

By Deputy.

Recording Fee, \$ .80

THIS MORTGAGE, Made the 6th day of January 1944, by and between Ivan Austin and Pauline Austin, 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 Eighteen Hundred (\$1800.00) 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:

The South West fractional Quarter (1/4) of the North West Quarter (1/4) and the North East Quarter (1/4) of the South West Quarter of Section Eighteen (18) in Township Seventy-four (74) North of Range Twenty Seven (27) West of the 5th P.M. with the tract connecting said tracts, commencing at the South west corner of the South East Quarter of the North West Quarter of said Section, Township and Range, thence North 20 feet, thence in a southwesterly direction to a point 20 feet east of the place of beginning, thence West to place of beginning

The debt secured hereby is a part of the unpaid purchase price of said land.

containing in all 85.63 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 Eighteen Hundred & No/100 - - - - - (\$ 1800.00 ) Dollars 100.00 Jan'y 6th 1945, 1946, 1947 & 1948 respectively and Fourteen hundred Jan'y 6th 1949 with interest at the rate of 5 per cent per annum, payable annually, according to the tenor and effect of the 5 certain promissory note S. of the said Ivan and Pauline Austin bearing even date herewith; principal and interest payable at the office of W. T. Guiher, Winterset, Iowa

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 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 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.

Ivan Austin

Pauline Austin

STATE OF IOWA, MADISON COUNTY, ss.

On the 19 day of February A. D. 1944, before me, the undersigned, a Notary Public, in and for

Said County, came

Ivan Austin & Pauline Austin husband and wife

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. Winterset Iowa

Harry F. Anderson

Notary Public in and for Madison County, Iowa



*Witnessed by Pearl E. Shetterly, Recorder*  
*W. T. Guiher*  
*This Mortgage being duly filed in the office of the Recorder of Madison County, Iowa, on the 22nd day of February, 1944.*