Mortgage Record, No._97__, Madison County, Iowa

Emery F. Hoyt & Eva Teague Hoyt	Filed for Record the 8 day of March 1946
Winterset, Iowa	at 1:33 o'clock P. M.
TO	
10	#1274 Peerl E. Shetterly
Union State Bank	Recorder.
Winterset, Iowa	By Deputy.
	Recording fee, \$ 1.50
y and between Emery F. Hoyt and Eva Teagu f the County of Madison	day of March A. D. 1946 1e Hoyt, husband and wife, and State of Iowa, party of the first part, Mortgagor, an
f Madison County , Iowa, party of	
	for and in consideration of the sum of
Sixteen Hundred	nich is hereby acknowledged, does hereby grant, bargain, sell and consigns forever, the following described real estate, situated in the
Lot Six (6), Block Fo	our (4) in Danforth's Addition to
	, Madison County, Iowa,
file meripages (a corporation) in the ennemed morapage, hereby release	in the mortgage of record this
day of the Phore of Utractors of min respuration Umain Male.	viitu ihai ihin valause is executed
Brolley assignment to all the	11 20/200
to me to be the alsostacil (ashier of may lin	www State Bank
Auma Til. 11, ade man	
Chants Daniels	The state of the s
with all appurtenances thereto belonging and also all the rend unmatured grown upon said land and income therefrom hall be paid in full.	rents, issues, use and profits of said land, including all crops mature n, from the date of this instrument until the debt secured hereb
ight of homestead and claims whatsoever of said first par ver; the intention being to convey an absolute title in fee And the said first party does hereby covenant to and re lawfully seized in fee of the premises aforesaid; that they will forever warrant and defend the title thereto again	with the second party, its heirs, successors and assigns, that the the said premises are free and clear of all encumbrances; and that
ne sum of Sixteen Hundred	promissory note of the said
Fmery F. Hoyt and Eva Teague Hoyt	
f even date herewith, payable to Union State Band all such sums of money as may be advanced by the page and perform all and singular the covenants and agrees	nk, Winterset, Lowa party of the second part, its heirs, successors, or assigns, and sha ments herein contained for said first party to keep and perform
hen These Presents to Be Void, otherwise to remain in fu	all force and effect. administrators, grantees and assigns hereby covenants and agree
ith all costs and expenses of collection, if any there shall be, and any costs, char he priority of this mortgage, or in foreclosing the same or in defending any actio	or may hereafter be levied or assessed upon or against the said premises or any part thereof,
ss than two-thirds of their actual value, loss, if any, payable to second party, or arty; to pay the premium for such insurance when the policies are issued, and to Fourth. To keep all improvements, including fences, and all appurtenances ther mmit or permit waste of the premises hereby mortgaged, nor use or allow same	reto now upon or hereafter erected on the said premises in good condition and repair, and not to be used for any unlawful purpose.
be used for any unlawful purpose, then the second party may pay such taxes, co aste or removal of improvements or use of said property for any unlawful purpose tterest at seven per cent per annum from the date of such payments, and all such the same manner as the principal sum hereby secured.	or to effect and maintain said fire and tornado insurance or suffer waste or permit said premits charges and assessments, may purchase insurance, may redeem from tax sale, may enjoin a ses and any moneys so expended shall be repaid to second party, its successors or assigns, with expenditures shall be secured by this mortgage and shall be collectible as a part of and be made in payment of the debt secured by this mortgage, or any part thereof, either principles.
interest, as the same matures or if first party allows the taxes of assessments of improvements there improved any buildings, fences, or other improvements there reperty, or that may hereafter at any time be placed thereon, in good repair, or cainst loss or damage by fire and lightning and tornado, payable as above provided lilver such policies, or any renewals thereof, to second party, or its assigns; or u hereby the value of said property shall be diminished; or if any swit be brought in perior to this mortgage or affecting in any manner its validity, then upon the ladebtedness secured hereby shall without notice immediately become due and collecting in any manner is sufficient to the ladebtedness secured hereby shall without notice immediately become due and collecting the same collection of the ladebtedness secured hereby shall without notice immediately become due and collecting the same collections of the ladebtedness is the same collection of the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in the ladebtedness in the ladebtedness in the ladebtedness in the ladebtedness is the ladebtedness in th	r other charges on the said mortgaged property, or any part thereof, to become delinquent, refrom; or fail to keep said buildings, fences and all other improvements that are now on said fail to keep the buildings now erected, or hereafter to be erected on said property, infair it or fail to pay the insurance premiums when the contemplated policies are issued; or fail see or permit said property to be used for any unlawful purpose, or do any other a by any person, affecting in any manner, the title of first party, or wherein a lien is claim happening of any of said contingencies, at the option of second party, or its assigns, the who tible; and the second party or its assigns may proceed at once, or at any time later, to for
nd that in case of foreclosure of this mortgage for any cause, the holder of same a	tate are hereby pledged as security for payment of said debt, interest, attorney fees and cost shall be entitled to have a receiver appointed to take possession of said property, real and pro- al estate and apply the net profits to the payment of said debt and interest and costs of t
it after deducting all the costs of such proceedings. Eighth. It is further agreed and the party of the first part hereby expressly w	valves the privileges and rights which are afforded by the homestead statutes of the State
wa, especially agreeing that the said premises shall be liable for the debt hereby sove described may be offered for sale as one tract. IN WITNESS WHEREOF, We have hereunto set our leads to the debt hereby some described may be offered for sale as one tract.	secured, and in case of the foreclosure of this mortgage for any cause, the premises herei
in withthe withtheor, we have hereunto set our l	Emery F. Hoyt
	Eva Teague Hoyt
TATE OF IOWA, Madison County, ss.	Det
·	1046 before the undersimed a Netary Dublic in and for Madiba
On the 8th day of March A. D.	
On the 8th day of March A. D.	gue Hoyt, husband and wife,

Esther Cochran

Notary Public in and for Madison County, Iowa.