

Mortgage Record, No. 99, Madison County, Iowa

Elmer & Hester J. Muselman  
To

#1992

A. D. 1948 at 10:45 o'clock A. M.

Fee \$ .80 VC

Creston Production Credit Association

Wilma M. Wade, recorder

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Elmer and Hester\_Muselman (husband and wife) of the county of Madison and State of Iowa in consideration of the sum of Eleven thousand six hundred seventy and no/100 DOLLARS in hand paid, do hereby SELL AND CONVEY unto Creston Production Credit Association Creston, Iowa of the County of Union and State of Iowa the following described premises, situated in the County of Madison and State of Iowa to-wit:

West one-half of the North west one-fourth and the North east one-fourth of the South west one-fourth in Section thirty four (34), Township seventy four (74), Range twenty six (26), and the South East one-fourth of the North East one-fourth in Section thirty three (33), Township seventy four (74), Range twenty six (26).

The intention being to convey hereby an absolute title, in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, unto the said Creston Production Credit Association and to its heirs and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Elmer and Hester\_Muselman, their heirs, executors or administrators shall pay or cause to be paid to the said Creston Production Credit Association or its heirs, executors, administrators or assigns the sum of Eleven thousand six hundred seventy and no/100 Dollars, on

*Re-recorded from Book 96-636 to show correction in description.*

*For Release of Amended Mortgage See Mortgage Record 99 Page 100*

# Mortgage Record, No. 99, Madison County, Iowa

MAIT PARROTT & SONS CO., WATERLOO, IOWA F10998

5th day of March 1949

.....Dollars, on the .....day of.....19....  
 .....Dollars, on the .....day of.....19....  
 .....Dollars, on the .....day of.....19....  
 .....Dollars, on the .....day of.....19....  
 .....Dollars, on the .....day of.....19....

with interest thereon at the rate of  $4\frac{1}{2}$  per cent, per annum, payable annually annually and until the same is fully paid, according to the tenor and effect of the two promissory notes of said Elmer and Hester\_Muselman bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment by the said parties of the first part, or their heirs, executors or administrators, of the said interest or principal or any part thereof, at the time the same becomes due or a failure on their part to pay the taxes of any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be comitted, any waste upon said premises, or shall allow the same to diminish in value through any act or omission upon their part, then in case of the occurrence of either of said events, the whole principal sum and interest shall become due and payable.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing.

And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings, to be applied in payment of the sum above mentioned.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises, from the date hereof, until the sum shall be fully paid as aforesaid.

And the said Elmer and Hester\_Muselman hereby relinquishes all their right of dower in and to the above described premises. Signed this 9th day of March A. D. 1948

Elmer Muselman  
 Hester J Muselman

STATE OF IOWA, Union County) ss.

On this 9th day of March A. D. 1948, before me W E Woodman a Notary Public in and for said County, personally came Elmer Muselman & Hester J Muselman Husband & Wife to me personally known to be the identical persons whose names\_affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein expressed.

**NOTARIAL SEAL** IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, at  
 CresSEA Iowa on the day and date last above written.

W E Woodman —