

C606

THE STATE OF IOWA, Madison County, ss.

I, P.E. Rose, Clerk of the District Court

in and for said County, do hereby Certify that the attached is a full, true, and correct copy of

" DECREE OF FORECLOSURE" and "SUPPLEMENTAL DECREE" In Equity Cause

entitled " The First-Trust Joint Stock Land Bank of Chicago, a Corporation,

Plaintiff, -vs- Bessie Hudson, Fred Hudson, Beulah D. Foster, Fred E.

Danforth, Alf D. Danforth, also known as Alfred D. Danforth, Lucile D. Hake,

J. B. Danforth, also known as Jay B. Danforth, Robert L. Hudson, Fred M. Hudson,

Mrs. S. J. Duff, Madison County, Iowa, E. L. Hughes, T. J. McGinnis, C. E. Hamilton
and W. T. Guiher.

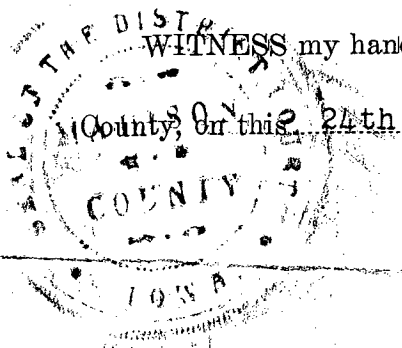
as the same appears of record in my office.

WITNESS my hand and the Seal of said Court hereto affixed, at my office in Winterset, in said

County, on this 24th day of September 19 40

P E Rose, Clerk

By _____, Deputy



Equity #15374

-78-

DECREE OF FORECLOSURE

Bessie Hudson, Fred Hudson, Beulah D. Foster, Fred E. Danforth, Alf D. Danforth also known as Alfred D. Danforth, Lucile D. Hake, J. B. Danforth also known as Jay E. Danforth, Robert L. Hudson, Fred M. Hudson, Mrs. S. J. Duff, Madison County, Iowa, E. L. Hughes, T.J. McGinnis, C. E. Hamilton and W. T. Guiher,
Defendants.

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And now to-wit on this 10th day of January 1933 this cause comes on before the Court in the regular order of its assignment, the plaintiff appearing by its attorneys, Wilson & Kellam, and the defendants, Bessie Hudson, Fred Hudson, Fred E. Danforth, Alf D. Danforth also known as Alfred D. Danforth, Lucile D. Hake, J. B. Danforth, Robert L. Hudson, Fred M. Hudson, Madison County, Iowa and T. J. McGinnis, appearing not and no one appearing for them and the defendant, Mrs. S. J. Duff, appearing in person and by her attorney, S. A. Hays, and the defendant and cross-petitioner, E. L. Hughes, appearing in person and by his attorney, C. A. Robbins, and the intervenor, I. J. Ketman, having filed his petition of intervention in this cause and appearing by his attorney, C. A. Robbins. The Court thereupon proceeds to examine the original notices served in this action together with the return of service endorsed on each of said original notices, all of which are on file in this Court, and after carefully examining each of said original notices and after being fully advised in the premises, the Court finds that due, legal and timely service of notice was had and served upon each and every one of the above named defendants except the intervenor, I. J. Ketman, in manner and form as provided by law and in ample time for this term of Court and that the Court has jurisdiction of the subject matter of

this suit and has jurisdiction of the persons of each and every one of the above named defendants. This being after noon of the second day of the November Term of Court and no appearances having been entered on behalf of the following named defendants, the Court finds that said defendants are in default and on motion of plaintiff's attorneys it is hereby ordered and adjudged that a default be and the same is hereby entered as against the following named defendants, to-wit: Bessie Hudson, Fred Hudson, Fred E. Danforth, Alf D. Danforth, Lucile D. Hake, J. E. Danforth, Robert L. Hudson, Fred M. Hudson, Madison County, Iowa and T. J. McGinnis. The Court finds that the defendants, Beulah D. Foster, C. M. Hamilton and W. T. Guher, have not been served with notice of the pendency of this action in time for this term of court and as to said defendants this cause should be continued for service until the next term of this court.

Thereupon this cause proceeds to trial and determination on the issues joined by the original petition filed herein together with the several amendments filed herein and the petition of intervention of the defendant, Mrs. S. J. Duff, and the answer and cross-petition of the defendant, E. L. Hughes, and on the petition of intervention of I. J. Ketman and on the defaults heretofore rendered against the remaining above named defendants and upon the issues thus joined the Court having heard the testimony offered and introduced on behalf of the plaintiff and the several defendants, cross-petitioner and intervenors and after listening to all of said evidence and after listening to the arguments of counsel and being fully advised in the premises and a ruling having been heretofore made and entered by this court on the answer and cross-petition of the defendant, E. L. Hughes, and on the petition of intervention of I. J. Ketman, the Court finds:

That all of the statements and allegations contained in plaintiff's petition and amendments thereto are true as alleged and that the Court has jurisdiction over the subject matter of this suit and that the plaintiff is entitled to the relief demanded in said petition and

amendments thereto. That the defendant, Alf D. Danforth, is sometimes known as Alfred D. Danforth and that wherever the name Alf D. Danforth appears in connection with the title to the real estate involved herein it refers to one and the same person, to-wit: Alfred D. Danforth.

That J. B. Danforth is sometimes known as Jay B. Danforth and that wherever the names J. B. Danforth or Jay B. Danforth appear in connection with the title of this real estate it refers to one and the same person, to-wit: J. B. Danforth.

That on or about February 23, 1926 the defendants, Bessie Hudson and Fred Hudson, made, executed and delivered to the plaintiff herein their certain note sued on herein in the sum of Nine Thousand Dollars. That on the same date and as a part of the same transaction and for the purpose of securing said note said defendants made, executed and delivered to the plaintiff herein their certain mortgage deed selling and conveying to the plaintiff herein the following described real estate, to-wit:

Lot Two (2) in the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-three (23) and Lot Two (2) in the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-three (23), except one-half ($\frac{1}{2}$) acre in the Southwest corner thereof, and North 32 rods in width of the Northwest Quarter ($NW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-six (26) and East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26) and North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-six (26), except the Right of Way of the Chicago, Rock Island and Pacific Railroad, and all that part of the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-six (26), lying North of the Right of Way of the Chicago, Rock Island and Pacific Railroad. All in township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M. containing 158 acres, more or less.

That said mortgage was duly filed for record on February 24, 1926 and was duly recorded in Book 80 on-page 32 of the mortgage records of Madison County, Iowa. That the note and mortgage sued on herein are just, genuine and correct and that there is now past due and owing on said mortgage the principal sum of Nine Thousand Six Hundred Seventy-eight Dollars and Eighty-one Cents (\$9,678.81) and that plaintiff is entitled to personal judgment against the defendants, Bessie Hudson and Fred Hudson for said amount. That on August 13, 1932 the plain-

tiff herein advanced the sum of Nine Dollars and Seventy-five Cents (\$9.75) to have the abstract of title continued on the above described real estate for the purpose of bringing this foreclosure suit and that on December 9, 1931 the plaintiff herein, for the purpose of protecting its security, ~~covered by~~ said above described mortgage, paid the taxes legally levied and assessed against said real estate in the sum of Two Hundred Three Dollars and Twenty-three Cents (\$203.23) and that again on April 9, 1932 for the same purpose the plaintiff herein paid the first half of the taxes legally levied and assessed against said real estate in the sum of Eighty-seven Dollars and Forty-nine Cents (\$87.49) and that plaintiff is entitled to personal judgment against Bessie Hudson and Fred Hudson for all of the above sums with interest thereon at Eight per cent per annum from the date of payment thereof respectively and the Court finds that the total claim of plaintiff including the principal amount due on said note and mortgage together with the above named sums advanced by plaintiff together with interest thereon amounts to the total sum of Ten Thousand and One Dollars and Sixty-seven Cents (\$10,001.67) and that plaintiff is entitled to judgment for said sum with interest thereon at Eight per cent per annum from January 7, 1933 together with statutory attorneys fees in favor of Wilson & Kellam, plaintiff's attorneys, in the sum of One Hundred Thirty-six Dollars and Seventy-eight Cents (\$136.78).

That the defendants, Bessie Hudson and Fred Hudson, are insolvent and that the real estate covered by plaintiff's mortgage is insufficient in value to pay the total amount of plaintiff's claims and that the plaintiff is entitled to the appointment of a receiver to take charge of all of said real estate and rent the same for the year beginning March 1, 1933 and to apply the proceeds of the rent collected from said real estate during said year to the payment of plaintiff's deficiency judgment, if any rendered herein. That the plaintiff is not entitled to the appointment of a Receiver for the year 1932 and that the defendant and intervenor,

Mrs. S. J. Duff, is entitled to the rent collected from said real estate for the year ending March 1, 1933 as claimed in her petition of intervention filed herein.

That the Court has heretofore entered a ruling in this cause finding that the defendant and cross-petitioner, E. L. Hughes, has no interest in the real estate conveyed by plaintiff's mortgage by reason of the tax deed dated May 10, 1928 and recorded in the tax deed record 2 on page 379 of the records of the Recorder of Madison County, Iowa. The Court finds that said tax deed, under which the defendant and cross-petitioner, E. L. Hughes, claims, is invalid and void as against the rights of the plaintiff herein under its mortgage sued on in this cause and that the lien of plaintiff's mortgage on all of the real estate described therein is prior, paramount and superior to any right, title, claim or interest of the said E. L. Hughes in any part of said real estate.

That a ruling has heretofore been entered in this cause finding that the intervenor, I. J. Ketman, has no interest as against the lien of plaintiff's mortgage in any part of said real estate by virtue of the deed described in his petition of intervention, said deed being dated July 24, 1916 and being recorded in Book 59 commencing on page 12 of the deed records of Madison County, Iowa and the Court expressly finds that the lien of plaintiff's mortgage on all of the real estate described therein is prior, paramount and superior to any right, title, claim or interest that the intervenor, I. J. Ketman, may have or assert in any part of said real estate and that the mortgage sued on herein should be decreed confirmed and established as a first and prior lien on all of the real estate described therein as against the defendant, E. L. Hughes and the intervenor, I. J. Ketman.

That the defendants named herein have or claim to have some interest in the real estate described in plaintiff's mortgage but the Court expressly finds that whatever interest any of said defendants may have or assert in any part of said real estate, that the same are junior and inferior

to the lien of plaintiff's mortgage and that the plaintiff is entitled to the foreclosure of said mortgage as against each and every defendant named herein.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED as follows:

Par. 1

That the plaintiff have and recover of and from the defendants, Bessie Hudson and Fred Hudson, personal judgment in the total sum of Ten Thousand and One Dollars and Sixty-seven Cents (\$10,001.67) together with interest thereon at Eight per cent per annum from January 7, 1933 together with statutory attorney fees in favor of plaintiff's attorneys in the sum of One Hundred Thirty-six Dollars and Seventy-eight Cents (\$136.78) together with interest thereon at Six per cent per annum from January 7, 1933 together with the costs of this action taxed in the sum of _____ Dollars.

Par. 2

That the mortgage sued on herein be foreclosed and that the judgment rendered herein be established and confirmed as a first and prior lien on the real estate described in said mortgage from the date of the recording thereof, to-wit, February 24, 1928 and that a special execution issue from the office of the Clerk of the District Court of this county for the sale of the following described real estate, to-wit:

Lot Two (2) in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-three (23) and Lot Two (2) in the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), except one-half ($\frac{1}{2}$) acre in the Southwest corner thereof, and North 32 rods in width of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-six (26) and East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26) and North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26), except the Right of Way of the Chicago, Rock Island and Pacific Railroad, and all that part of the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26), lying North of the Right of way of the Chicago, Rock Island and Pacific Railroad. All in Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M. containing 158 acres more or less.

That said real estate be sold and the proceeds be applied to the payment of the judgment rendered herein and if said real estate does not sell for sufficient sum to satisfy all of said judgment together with accruing

costs, that the plaintiff have a deficiency judgment for any sum remaining unpaid after said sale and that a general execution shall issue upon the application of plaintiff for the amount of deficiency judgment, if any, remaining after said sale.

Par. 3

That after the sale of said real estate each and every defendant named herein including the intervenor, I. J. Ketman, and the cross-petitioner, E. L. Hughes, be forever barred and estopped from having or asserting any right, title, claim, lien or interest in any part of the above described real estate except the bare right of redemption as provided by law and as to the defendant and cross-petitioner, E. L. Hughes, and the intervenor, I. J. Ketman, the Court specifically decrees they have no title or interest in any part of said real estate nor any right of redemption and that the lien of plaintiff's mortgage on all of the above described real estate is forever hereby confirmed, established and quieted as against the said E. L. Hughes and I. J. Ketman, and they are hereby forever barred, estopped and enjoined from asserting any interest in any part of the real estate covered by plaintiff's mortgage. That after the expiration of the period of redemption that if any of the above named defendants be or remain in possession of any part of the above described real estate, that a writ of ouster shall issue from the office of the Clerk of this Court upon the application of the holder of the sheriff's deed to said real estate directing the sheriff of this county to oust any of said defendants, their grantees or assigns from possession of said real estate and to put the holder of the sheriff's deed thereto in peaceable possession thereof. That M. G. Kellam be and he is hereby appointed Receiver of all of the above described real estate for the year beginning March 1, 1933 and he is hereby authorized to lease all of said real estate and to collect the proceeds of said rent and after the payment of the costs of said receivership to apply the balance of the proceeds of the rent so collected to the payment of plaintiff's deficiency judgment, if any, obtained herein. The bond of said Receiver

is fixed in the sum of Twelve Hundred Dollars. This cause is hereby continued for service as to the defendants, C. E. Hamilton, W. T. Guither and Beulah D. Foster to all of which the defendant and cross-petitioner, E. L. Hughes and the intervenor, I. J. Ketman, except and each are given due exceptions.

Norman R. Hays
Judge of the 5th Judicial District.

OK
SA Hays

IN THE DISTRICT COURT OF THE STATE OF IOWA, IN AND FOR MADISON COUNTY
FEBRUARY TERM, A. D., 1933

The First-Trust Joint Stock Land Bank
of Chicago, a corporation, Plaintiff,

-vs-

Bessie Hudson, Fred Hudson, Beulah D.
Foster, Fred E. Danforth, Alf D. Danforth
also known as Alfred D. Danforth, Lucile
D. Hake, J. E. Danforth also known as
Jay E. Danforth, Robert L. Hudson, Fred
M. Hudson, Mrs. S. J. Duff, Madison
County, Iowa, E. L. Hughes, T. J. McGinnis,
C. E. Hamilton and W. T. Guiher.
Defendants.

SUPPLEMENTAL DECREE

And now to-wit on this 24th day of February 1933, the same being
one of the regular days of the February 1933 Term of this Court, this
cause comes on for final hearing and Supplemental Decree, the plaintiff
appearing by its attorneys, Wilson & Kellam, and the Defendants, C. E.
Hamilton and W. T. Guiher, appearing not and no one appearing for them.
Thereupon the Court proceeds to examine the original notices served on the
defendants, C. E. Hamilton and W. T. Guiher, which original notice with the
return of service endorsed thereon is on file in this Court and after
examining said notice the Court finds that due, legal and timely service
of notice of the pendency of this action was had and served on the two
above named defendants in manner and form as provided by law and in ample
time for this term of court and that the Court has jurisdiction over the
persons of said defendants and over the subject matter of this suit.
Said above named defendants having failed to appear or answer and no
one appearing for them and this being after noon of the second day of
this term of court, the court finds that they are in default and upon
motion of plaintiff's attorneys it is hereby ordered and adjudged
that a default be and the same is hereby rendered against the said
C. E. Hamilton and W. T. Guiher. The Court further finds that a decree
of foreclosure has heretofore been entered in this cause as against all

defendants except the defendants, C. E. Hamilton and W. T. Guiher, and that the mortgage sued on in this case has been foreclosed and after examining the petition filed herein and on the issues joined in said petition and on the defaults heretofore rendered and after listening to the evidence introduced in this cause and being fully advised in the premises the Court finds that the statements and allegations contained in the amendment filed herein are true as alleged and that the plaintiff is entitled to the relief demanded. The Court further finds that on December 3, 1928 a part of the real estate described in plaintiff's mortgage was sold at tax sale to the defendant, C. E. Hamilton for the year 1927, the real estate so sold being described as Forty hundredths acres in the East Half of the Northwest Quarter in Section 26, Township 76, North Range 27, said sale being recorded in Record Five on page Ninety-one of the tax sale records of Madison County, Iowa. The Court further finds that on December 1, 1930 the defendant, W. T. Guiher, purchased a part of the real estate described in plaintiff's mortgage at a tax sale for the taxes for the year 1929, said land so sold being described as 2.72 acres in the West Half of the Northeast Quarter and 3.40 acres in the East Half of the Northwest Quarter, all in Section 26, Township 76, North, Range 27, Said tax sale being recorded in record Five on page Ninety-two of the tax sale records of Madison County, Iowa. The Court further finds from the evidence introduced in this case that the tax sales of the real estate to the defendants, C. E. Hamilton and W. T. Guiher, are void, invalid and illegal and that the original assessment of the taxes on the real estate sold at said sales is illegal, void and invalid for the reason that the description of said real estate so assessed and sold at said tax sale is too indefinite and uncertain to constitute a valid or legal assessment as required by law and that the entire assessment, levy, advertisement and sale of said real estate is illegal, void and invalid and that the defendants, C. E. Hamilton and W. T. Guiher, acquired no interest whatsoever in said real estate by reason of purchasing all or any part of said real estate at said tax sales. That the lien of plaintiff's mortgage sued on herein

is a first and valid lien on all of the real estate described in said mortgage including the real estate sold to the defendants, C.E. Hamilton and W. T. Guiher, and that the plaintiff is entitled to a decree of foreclosure as against all of the defendants named herein including said C. E. Hamilton and W. T. Guiher.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED BY THE COURT that the mortgage foreclosed on herein be and the same is hereby established, confirmed and approved as a first and valid lien on all of the real estate described in said mortgage, said real estate being described as follows, to-wit:

Lot Two (2) in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-three (23) and Lot Two (2) in the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), except one-half ($\frac{1}{2}$) acre in the Southwest corner thereof and North 32 rods in width of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-six (26) and East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26) and North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26), except the Right-of-Way of the Chicago, Rock Island and Pacific Railroad, and all that part of the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26) lying North of the Right-of-Way of the Chicago, Rock Island and Pacific Railroad. All in Township Seventy-six (76) North Range Twenty-seven (27), West of the 5th P.M. Containing 158 acres more or less.

That said Mortgage is hereby decreed to be a prior lien on all of said real estate and that whatever interest the defendants, C. E. Hamilton or W. T. Guiher, have or claim to have in any part of said real estate, that the same are junior and inferior to the lien of plaintiff's mortgage and that after the sale of said real estate as provided for in the original decree entered herein, that the said C. E. Hamilton and W. T. Guiher be and they are forever barred and estopped from having asserting, claiming or maintaining any right, title, claim, lien or interest in or to all or any part of the real estate above described as against the lien of plaintiff's mortgage on said real estate and that the tax sale held on December 3, 1928 wherein a part of the above described real estate was sold to C. E. Hamilton for taxes for the year 1927 and the tax sale held on December 1, 1930 wherein a part of the above described real estate was sold to the defendant, W. T. Guthrie,

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for taxes for the year 1929 are both hereby declared to be illegal, invalid and void and the two above named defendants are hereby decreed to have no title, lien or interest in any part of said real estate by reason of said tax sales.

Norman B. Hays
Judge of the Fifth Judicial District.

H-263

Deed of Foreclosure

To First Trust Joint Stock

Land Bank

Union Township

6006

P.D. Buck
COUNTY AUDITOR

SEP 24 '40

FILED

for taxes for the year 1939 are both hereby declared to be illegal
invalid and void and the two above named defendants are hereby ordered
to have no title, lien or interest in any part of said real estate by

reason of said tax sales.

Judge of the Fifth Judicial District.

[Signature]