JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

STATE OF Iowa County of Madison)ss.

On this 24th day of September, A.D. 1945, before me Anna Corman the undersigned notary public within and for said county of Madison, personally appeared Helen R. Bobenhouse and Harlan H. Bobenhouse, wife and husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Anna Corman
Notary Public in and for said County

My Commission expires on the 4th day of July, 1948

H.V.Huntoon & wife

To

Britta E. Sprague

#2593

Fee $1.00

Filed for record this 26 day of September A.D. 1945 at 3:46 o'clock P.M.
Pearl E. Shetterly, Recorder

M O R T G A G E

THIS INDENTURE, Made this 24th day of September, A.D. 1945 between H.V.Huntoon and Helen McCall Huntoon, husband and wife, of Winterset, of Madison County and State of Iowa of the first part, and Britta E. Sprague, of Sioux Falls, of Minnehaha County, and State of South Dakota of the second part, WITNESSETH, That the said parties of the first part, for the consideration of One Dollar and other valuable considerations the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part her heirs and assigns, forever, the following described real estate situated in the County of Madison and State of Iowa to-wit:

His undivided one-half interest in and to the North One-Third (N.1/3) of Lot Six (6), excepting therefrom the East Ten (10) Feet in width conveyed to the City of Winterset for alley purposes; and the North One-Half (N.½) of the South Two-Thirds (S.2/3) of Lot Six (6), excepting therefrom the East 62 Feet of the South 10 feet thereof and also excepting the East 10 feet of the North 12 feet thereof conveyed to the City of Winterset for alley purposes; all in Block 17 of the Original Town plat of Winterset, Iowa.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said second party and to her heirs and assigns. The said ~~party~~ parties of the first part hereby covenanting that the above described premises are free from any incumbrance, and will WARRANT AND DEFEND THE TITLE unto the said party of the second part, her heirs and assigns, against all persons whomsoever lawfully claiming the same. This grant is intended as security for the payment of one promissory note of even date herewith, executed by H.V.Huntoon and Helen McCall Huntoon of said parties of the first part to the party of the second part, said notes bearing interest at the rate of five per cent per annum, payable semi-annually commencing January 1, 1946, and further described as follows, to-wit:

One Note for Five Thousand Dollars, due January 1, 1956.
One Note for ..... Dollars, due ..... 19...
One Note for ..... Dollars, due ..... 19...
One Note for ..... Dollars, due ..... 19...

And the said parties of the first part hereby agree, during the life of this mortgage, to pay all taxes and assessments that may be assessed upon said premises before they become delinquent, and to keep the buildings on said property insured against fire and tornado in a responsible insurance company, to be approved by the said party of the second part for the benefit of said second party or assigns, to the extent of $..... ; and in case it shall become necessary for the second party or assigns to pay the taxes, assessments or insurance on the aforesaid property, this mortgage shall be security for all sums so expended, with interest at the rate of seven per cemt per annum.

NOW, THEREFORE, If the said parties of the first part shall promptly pay or cause to be paid said note and interest as aforesaid, and shall perform the other things agreed herein, then this indenture shall be null and void, otherwise in full force and virtue. If the said parties of the first part shall fail to pay any portion of the above mentionad sums, either principal or interest, as the same shall become due, or shall fail to pay all taxes and assessments assessed on said property before same becomes delinquent, or

For Release of Attached Mortgage See Mortgage Record 125 Page 287

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neglect to keep the buildings on said property insured as herein sepcified, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable, at the Union State Bank, Winterset, Iowa, and the said party of the second part her heirs or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note together with interest and including costs
costs for extension of abstract, and all insurance, taxes and assessments accrued or paid by said party of the second part, on said real estate, together with interest at the rate of seven per cent per annum on all insurance, taxes and assessments so paid, together with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate.

IT IS ALSO AGREED, that in case of default in any respect so that this mortgage can be foreclosed, the rents, profits and possession of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver, with the usual powers to take possession of said property and collect and hold such rents and profits for the benefit of the plaintiff and subject to the order of the Court. Cancellation hereof to be at mortgagor's expense.

And the said Helen McCall Huntoon hereby relinquishes her right of dower, and all rights of any kind whatever, in and to the above described premises.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

IN PRESENCE OF

..... H.V.Huntoon (L.S.)
Helen McCall Huntoon (L.S.)

STATE OF IOWA, Woodbury County,)ss.

On this 24th day of September, A.D. 1945, before me Nora A. Kruse a Notary Public in and for Woodbury County, State of Iowa, personally appeared H.V.Huntoon and Helen McCall Huntoon, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

WITNESS my official signature and seal of office at Sioux City, Iowa, the day and year last above written.

Nora A. Kruse
Notary Public in and for said County and State.