Mortgage Record, No. 110, Madison County, Iowa

MARSHALL PRINTING CO. 58372

Nina A. Hall
To
James H. Dorman et al

#2044

Fee $2.50

Filed for record the 29 day of December A.D. 1967 at 4:25 o'clock P. M.

Mary E. Welty, Recorder

REAL ESTATE MORTGAGE

STATE OF IOWA, MADISON COUNTY, SS.

I, Nina A. Hall of the County of Wapello and State of Iowa do hereby acknowledge that a certain indenture of mortgage bearing date the 19 day of June A.D. 1958, made and executed by James H. Dorman and H. W. Dorman to said Nina A. Hall on the following described real estate in the county of Madison and State of Iowa to-wit:

> Commencing 427 feet West of the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 15, Township 74 North of Range 26, West of the Fifth P. M., and on the North line of said 40-acre tract,and running thence South 447 feet, thence West parallel with said North line 122 feet, more or less, to the East line of the alley on the East side of Atkinson's First Addition to the Town of Truro, thence North along the East line of said alley to the North line of said 40-acre tract, thence East to the point of beginning.

and recorded in the office of the Recorder of the County of Madison State of Iowa in Book 106 of Real Estate Mortgages, page 343 on the 20 day of June A.D. 1958 at 1:06 o'clock P.M. is redeemed, paid off, satisfied and discharged in full.

Dated the 21 day of December 1967.

Nina A. Hall
Nina A. Hall

STATE OF IOWA, WAPELLO COUNTY) SS.

BE IT REMEMBERED that on this 21 day of December A.D. 1967, before me, the undersigned, a Notary Public Keith E. Brunt within and for said County, personally appeared Nina A. Hall to me personally known to be the identical person who executed the above satisfaction of real estate mortgage as grantor, and acknowledged his signature hereto to be his voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year above written.

Keith E. Brunt Notary Public
in and for said County (Wapello)

Mortgage Record, No. 110, Madison County, Iowa

G. T. Collins & wife
To
Furst-McNess Company

#25

Fee $2.50

MORTGAGE

Filed for record the 8 day of January A.D. 1968 at 9:20 o'clock A. M.

Mary E. Welty, Recorder

For Release of Assigned Mortgage See Mortgage [illegible] 263

This Indenture Witnesseth, that the Mortgagors, G. T. Collins and Joy L. Collins, Husband and Wife of the City of Winterset, Iowa, County of Madison and State of Iowa mortgage and warrant to Furst-McNess Company, an Illinois Corporation of the City of Freeport, County of Stephenson, and State of Illinois, to secure the payment of all sums of money that may hereafter become due from mortgagors to mortgagee, not exceeding the sum of $4500.00 together with the present unpaid balance under the terms of a certain sales agreement and surety contract executed this date by mortgagors, subject to acceptance by mortgagee, at Freeport Illinois.

The following described real estate, to-wit: The property locally known as 303 East Washington, Winterset, Iowa and legally described as follows:

The south one-half (½) of Lot 5, Block 27, of the Original town of Winterset, Iowa

situated in the County of Madison in the State of Iowa hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

But it is expressly provided and agreed, that if default be made in the payment of the said account, or any part thereof, or the interest thereon, or any part thereof at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case, the whole of said principal sum and interest, secured by the said agreement in this mortgage mentioned, shall thereupon, at the option of the said Mortgagee, its successors, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said Mortgagee, its successors, attorneys, or assigns; and it shall be lawful for the mortgagee, its successors, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any bill to foreclose this Mortgage in any court having jurisdiction thereof, such Court may appoint Charles W. Furst or any proper person receiver, with power to collec t the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire, and such rents, issues and profits when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described: Upon filing a bill to foreclose this mortgage in any court of competent jurisdiction, there shall immediately become due and payable, an attorney's or solicitor's fee of - - to be taxed as costs in such suit. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, said reasonable attorney's or solicitor's fees, and all other costs of such suit, and all moneys advanced for taxes,

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assessments and other liens, then there shall be paid the principal of said account whether due and payable by the terms thereof or not, and the interests thereon.

The said mortgagors covenant and agree that they will keep all buildings that may at any time be upon said premises insured in such companies as the holders of said note shall direct, for their full insurable value, and make the loss, if any, payable to, and deposit the policies of insurance with the party of the second part, or his assigns as a further security for the indebtedness aforesaid.

Dated this 18 day of Nov. A.D. 1967.

G. T. Collins
Joy L. Collins

STATE OF IOWA COUNTY OF MADISON) SS:

I, Harold W. Kent, Notary Public, in and for, and residing in said County, in the state aforesaid, do hereby certify that G. T. Collins & Joy L. Collins personallyknown to me to be the same person_ whose name__ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 18 day of Nov. A.D. 1967.

Harold W. Kent - - -
My commission expires July 4, 1969.