



## Mortgage Record, No. 74,

of the said second party, his heirs or assigns, become due, and the said second party, his heirs or assigns, may proceed by foreclosure or any other lawful mode, to make the amount of said notes, together with all interest and costs, and all taxes and assessments accrued on said real estate with eight per cent interest thereon, if paid by second party. And the plaintiff shall be entitled to the rents and profits and have immediate possession of said premises upon commencement of suit.

It is further stipulated and agreed that this indenture is junior and subject to a mortgage of \$14000 and that should the said first parties fail to pay the principal, interest, taxes insurance or any of the payments secured by said mortgage when the same becomes due, the said second party, his heirs or assigns, may pay the same and have and recover the same from the said first parties with interest thereon at eight per cent per annum and this mortgage shall stand as security therefor, and second party, or his assigns may declare this mortgage, and the notes secured by it, due at any time he elects, and he can then proceed by foreclosure or any other way he desires to collect this mortgage and the notes secured by it.

And it is further agreed that in case foreclosure is commenced hereon the second party shall have and recover a reasonable attorney's fee, also the cost of an abstract of title to the premises herein described, which shall be included in the judgment in such suit.

That as auxiliary and in aid foreclosure, the holder of the mortgage debt may, at the option at any time during the pendency of proceedings to foreclose this mortgage, have a receiver appointed by the court having jurisdiction of such foreclosure, or in vacation by the judge of such court, to take possession of said mortgaged premises and rent the same and apply the rents under the direction of the court, to the discharge and payment of the costs of such receivership, foreclosure, mortgaged debt, and any and all other sums secured by this instrument.

And Florence M. Deitrick hereby relinquishes her right of dower and homestead in the premises herein described.

In Witness Whereof, We have hereunto set our hands and seals this 26 day of May 1921.

Harvey Deitrick  
Florence M. Deitrick.

State of Iowa, Clarke County SS: On the 26 day of May A.D. 1921, before the undersigned P.M. Simmons, a Notary Public in and for said County, personally came Harvey Deitrick & Florence M. Deitrick, husband and wife, to me personally known to me the identical persons whose names are subscribed to the foregoing instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal the day and year above written.

P.M. Simmons  
Notary Public  
Notary Public

My commission expires July, 4, 1921.