

## Madison County, Iowa

William Orville Lyddon Exec)  
to  
Annis & Rohling Co. )

Mtg.

Filed for record the 4 day of June A.D. 1921 at  
4.25 o'clock P.M.

Nettie E. Winship, Recorder  
Winifred Whedon, Deputy  
Fee \$1.70 # 1222

KNOW ALL MEN BY THESE PRESENTS, That We, William Orville Lyddon, Executor, and Mary E. Lyddon, Executrix, of the Estate of William Lyddon, Deceased, and Mary E. Lyddon, widow, of the County of Madison and State of Iowa, party of the first part, in consideration of Sixteen Thousand and no/100 Dollars, in hand paid, do hereby Grant, Bargain, Sell and Convey unto Annis & Rohling Company, a corporation, of Council Bluffs, Iowa, as hereinafter set forth party of the second part, the following described real estate situated in the County of Madison and State of Iowa, to-wit:

The Southwest Quarter of Section Thirty two (32) Township Seventy seven (77)  
North Range Twenty Nine (29) West of the Fifth p.m.

Together with the buildings now or hereafter erected thereon, and all rights, interests and appurtenances thereto belonging, including all right of dower and right of homestead; and said party of the first part hereby covenant with said Annis & Rohling Company, that they are lawfully seized of said premises; that they are free from encumbrance and liens and they do hereby covenant to warrant and defend said premises against the lawful claims of all persons whomsoever.

Provided Always, and these presents are upon the following conditions: That said William Orville Lyddon, Exec. and Mary E. Lyddon, Executrix, party of the first part, has executed and delivered to Annis & Rohling Company, of Council Bluffs, Iowa, one certain promissory note as follows;

One for Sixteen Thousand and no/100 Dollars of even date herewith, and maturing as therein provided; bearing interest at the rate which is payable in the manner therein specified; and having attached thereto interest coupons for the payment of such interest at the rate and in the manner therein mentioned, which interest coupons bear interest after maturity as by the terms thereof provided.

Said party of the first hereby expressly covenants and agrees;

- 1st Neither to commit or permit waste on said premises.
- 2nd, To pay all legal taxes and assessments levied on said premises, or on this mortgage, or on the lien hereby created, or on the note or debt hereby secured before any penalty for non-payment attaches thereto.
- 3rd To procure and deliver to said party of the second part a paid up policy or policies of insurance, and renewals thereof on the buildings and improvements on said premises during the existence of this mortgage, in such company or companies as the said party of the second part may select, in the sum of \$ none, and having attached thereto such mortgage indemnity clauses as said party of the second part may name, for the further security of the holder of said note. The right of selection hereby given to said party of the second

Not a full title insurance  
 74  
 11  
 For Release of annexed Mortgage see  
 Mortgage Record 86 Page 120  
 Extension recorded in Book  
 82 - Page 20  
 For Release of annexed Mortgage see  
 Mortgage Record 86 Page 121

## Mortgage Record, No. 74,

part may be exercised by it at any time during the existence of this mortgage; and if at any time said party of the second part may deem it advisable he may cause to be cancelled any or all of the insurance policies issued on said buildings and improvements, and cause other policies, in a like aggregate amount, to be issued in their stead.

4th. In the event of the foreclosure of this mortgage, to pay a reasonable attorney's fee, the cost of extending abstract, and all costs.

5th. In case of failure to pay the taxes and assessments or to procure said insurance, said party of the second part may for the benefit of the holder of said notes, pay such taxes, and procure such insurance, and the sums so paid, with interest at the rate of eight per cent per annum, shall be repaid by the party of the first part, and the amount so paid shall be secured by this Mortgage; and in case of loss and payment by any insurance company, the amount of insurance money paid shall be applied on the note aforesaid or in rebuilding, as the holder of said note shall elect; and said mortgagee is hereby empowered and authorized to receive and receipt for such insurance money from any such company.

And the party of the first part hereby pledges the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorizes, agrees and consents that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this Mortgage, the court in which said suit shall be instituted, or any judge thereof, shall at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt so in default, interest, attorney's fees and costs, under the order of the court; and this stipulation for the appointment of a receiver shall apply and be enforced whether said property or any part thereof is used as homestead or not, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

The stipulation is hereby made binding on said party of the first part, his heirs, administrators, executors, grantees, lessors, tenants and assigns, and in case of the renting or leasing of said premises, while this Mortgage remains unsatisfied, all rent accruing after default shall be paid by the tenant or lessee to the mortgagee herein, or its successors, to apply on said debt as aforesaid, and no payment of rent coming due, accruing or covering the period after such default shall have occurred, made to anyone other than said mortgagee, or its assigns, shall constitute payment or discharge of said rental.

And said party of the first part hereby further agrees that if default be made in the payment of any coupon or part thereof, or in the payment of said note or any part thereof, strictly in accordance with their terms, or in the payment of any tax or assessment or any part thereof, or in procuring or keeping up said insurance or in keeping and performing said covenants and agreements, or any one of them, or if there is a breach in any of the covenants of title, that then, after any such default or breach has continued ten days, the holder of said note may treat the note and coupons, moneys paid and advanced, as due and collectible, and an action may be commenced for the foreclosure of this Mortgage and the sale of the property herein described to pay and satisfy the amount of said note, coupons, advances and costs, including cost of extending abstract and said attorney's fees.

Now, if the party of the first part shall well and truly pay or cause to be paid the money in said note and coupons mentioned, with interest thereon according to the tenor and effect of said note and coupons, and shall duly keep and perform all the other covenants and agreements herein contained on their part to be kept and performed, then these presents shall be null and void, and this Mortgage shall be deemed satisfied, and the mortgagee shall release the

# Madison County, Iowa

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands this the Sixteenth day of May, 1921.

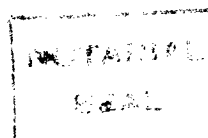
In presence of:

Mary E. Lyddon, Exx  
William Orville Lyddon, Execor  
Mary E. Lyddon

State of Iowa Dallas County SS: On this 16th day of May, 1921, before me, a Notary Public in and for said County, personally came William Orville Lyddon, Executor, and Mary E. Lyddon, Executrix, of the Estate of William Lyddon, Deceased, personally to me known to be the identical persons whose names are affixed to the above instrument as grantor and who executed the same, and acknowledged the execution of the instrument to be their voluntary act and deed for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the date last above written.

F. H. Fitting  
Notary Public



State of Iowa, Dallas County SS: On this 26th day of May A.D. 1921, before me F. H. Fitting, a Notary Public in and for said county, personally appeared Mary E. Lyddon (Widow and unmarried) to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto and acknowledged that she executed the same as her voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

F. H. Fitting  
Notary Public

State of Iowa Dallas County SS: I, Ralph E. Joy, Clerk of the District Court of Dallas County Iowa do hereby certify that the within and foregoing mortgage executed by Mary Lyddon, Executrix and William Orville Lyddon, Executor of the estate of William Lyddon, deceased, as stated therein, was on the 26th day of May A.D. 1921, presented in open court for approval and that the same was by the said court approved.

In testimony whereof, I have hereunto set my hand and the seal of said court this 4th day of June 1921.

District Court Seal)

Ralph E. Joy  
Clerk of the District Court