

Madison County, Iowa

J.F.Mallow & wife)
to Mtg.
Citizens Nat'l Bank)
Winterset, Iowa.

Filed for record the 15 day of June A.D.1921 at 9.55
o'clock A.M.

Nettie E.Winship,Recorder
Winifred Whedon,Deputy
Fee \$.80 # 1271 ✓

KNOW ALL MEN BY THESE PRESENTS: That J.F.Mallow and Ella Mallow, Husband and wife, of Madison County, and State of Iowa in consideration of the sum of Eleven hundred twenty five (\$1125.00) Dollars, in hand paid by The Citizens National Bank of Winterset, Madison County and State of Iowa do hereby Sell and Convey unto the said The Citizens National Bank of Winterset the following described premises situated in the County of Madison and State of Iowa to-wit:

Lot One (1) in Block Seventeen (17) of West Addition to the original town plat of Winterset, Iowa,

Subject to the following mortgages

Three thousand (\$3,000.00) to the Security Loan -- Title Company, Twenty eight hundred sixty three 80/100 (\$2863.80) to the Winterset Lumber Company,

And we hereby covenant with the said The Citizens National Bank of Winterset that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; except as above stated; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Ella Mallow hereby relinquishes her right of dower in and to the above described premises.

Provided, always and these presents are upon this express condition, that if the said J.F.Mallow and Ella Mallow their heirs, executors or administrators shall pay or cause to be paid to the said The Citizens National Bank of Winterset its executors and administrators or assigns the sum of Eleven hundred twenty five Dollars on the 1st day of September, 1921 with interest thereon according to the tenor and effect of the One promissory note of said J.F.Mallow and Ella Mallow payable to The Citizens National Bank of Winterset bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said J.F.Mallow and Ella Mallow shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said J.F.Mallow and Ella Mallow shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$5000, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said J.F.Mallow and Ella Mallow fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from J.F.Mallow & Ella Mallow with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It

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is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the courts shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said J.F. Mallow and Ella Mallow allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in three days thereafter; and the mortgagee its heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said J.F. Mallow and Ella Mallow in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 8th day of March. 1921

J.F. Mallow
Ella Mallow

State of Iowa, Madison County SSL On this 8th day of March, A.D. 1921, before me personally appeared J.F. Mallow & Ella Mallow, 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.

J.W. McKee

Notary Public in and for said County.

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SEAL