

Madison County, Iowa

Book 74

E.C. McCombs & wife,
to
J.M. Roland

) Mortgage.

Filed for Record this 29th day of August A.D. 1921 at 3.00
o'clock P.M. Nettie E. Winship Recorder
#1606 Fee \$1.25

Know All Men by these Presents; that I E.C. McCombs and Hattie McCombs, husband and wife of the County of Polk, and State of Iowa, first party, in consideration of the sum of Five Thousand Eight Hundred and No/100 Dollars, in hand paid by J.M. Roland, of Polk County, and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the second party, his (or its) heirs and assigns forever, the real estate situated in Madison County, Iowa, described as follows, to-wit: The North East quarter of Section Twenty (20), Township Seventy four (74) North, Range Twenty seven (27) West of the 5th P.M. (except that part of said tract lying North of Deer Creek and being five acres more or less) containing in all one hundred fifty five acres. This mortgage is hereby given subject and junior to a first mortgage of Five thousand Dollars. together with all the rents, issues and profits which may arise or be had therefrom. TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid until the said second party, his (or its) heirs, successors and assigns forever. The said first party WARRANTS the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises. PROVIDED, However, that if the first party shall pay the second party, his (or its) heirs, successors or assigns, the sum of Five thousand eight hundred fifty and No/100 Dollars payable One Thousand Dollars September 1st, 1923; One Thousand Dollars September 1st, 1925; and Thirty Eight hundred fifty Dollars September 1st, 1926, with the privilege of paying any part of said amount at any time with interest at the rate of 6 1/2 per centum per annum, payable annually, according to the tenor and effect of the one promissory note of the said first party, bearing even date herewith, payable in the City of Des Moines, Polk County, Iowa, in Gold Coin of the United States of America, of the present standard of weight and fitness, or its equivalent with New York Exchange, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then, THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect, The Covenants and Agreements to be kept and performed are as follows: The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same becomes delinquent: shall keep the buildings on said premises insured in some responsible company or companies, to be designated by the second party, for the benefit of said party, in the sum of not less than Dollars; and shall deliver the insurance policies and all renewal receipts to said second party, Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor. Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect, Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectable at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action, Said acts shall also include the cost of an abstract of title to said premises with eight per

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centum interest thereon, Should said second party become involved in litigation by reason hereof hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor, It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the cost and expenses of the receivership, shall be applied on the debt secured hereby, It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise. Dated August 29, 1921 IN TESTIMONY WHEREOF, we have hereunto set our hands the day and year last above written.

E.C. McCombs

Hattie McCombs

State of Iowa, Polk County, SS: BE IT REMEMBERED, That on the 29th day of August A.D. 1921 before the undersigned, a Notary Public in and for said County, personally appeared ~~-----~~ E.C. McCombs and Hattie McCombs, his wife to me personally known to be the identical persons whose names are affixed to the foregoing Mortgage, and severally acknowledged the said instrument and the execution thereof to be their voluntary act and deed. Witness my hand and Notarial Seal, by me affixed the day and year last above written.

Paul M. Payne

Notary Public in and for Polk County, Iowa.

