

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

WITNESS my hand and notarial seal the date last above written.

Geo. Butenscheon  
Notary Public, Scott County, Iowa.

Thos. Simpson and wife )  
to Mtg.  
J.B. Dague )

Filed for record the 6<sup>th</sup> day of October A.D. 1921 at  
9.50 o'clock A.M.

Nettie E. Winship, Recorder  
Winifred Whedon, Deputy  
Fee \$1.00 # 1807 ✓

THIS INDENTURE WITNESSETH, that Thos. Simpson and Evalyn Simpson his wife, of Madison County, Iowa, parties of the first part, in consideration of the sum of One Thousand (\$) Dollars, do hereby sell and convey unto J.B. Dague, of Osceola, Iowa, party of the second part, the following described real estate situated in Madison County, Iowa, to-wit:

East Half (1/2) of the South West Quarter (1/4) of the Southeast Quarter (1/4) of Section Nineteen (19) And the Northeast Quarter (1/4) of the North east Quarter (1/4) of Sec (30) All in Twp Seventy four (74) North of Range Twenty seven (27) West of the 5th P.M. Iowa. to have and to hold the same unto the second party, his heirs or assigns forever, and we warrant the title against the lawful claims of all persons whomsoever.

Nevertheless to be void upon condition that the said Thos, Simpson and Evalyn Simpson shall pay to the said J.B. Dague his heirs or assigns, the sum of One Thousand (\$1000) Dollars, on the 1st day of January, 1922, according to the tenor and effect of the agreement on the back hereof payable to J.B. Dague, at his office in Osceola, Iowa, bearing even date herewith, and drawing interest at eight per cent per annum from date, then these presents to be void, otherwise to remain in full force.

And if default shall be made in the payment of said sums of money or any part thereof, principal or interest, on this or any prior mortgage when due, or if the taxes assessed on the above described real estate shall remain unpaid for thirty days after the same are due and payable, or if second party so elects, then the whole indebtedness may at the option 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 \$-- to-- 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

For Release of annexed Mortgage see  
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## Madison County, Iowa

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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 of foreclosure, the holder of the mortgage debt may, at his 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 Evalyn Simpson hereby relinquishes her right <sup>of</sup> dower and homestead in the premises herein described.

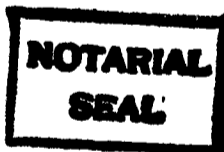
In Witness Whereof, We have hereunto set our hands and seals this---- day of October, 1921

Thos. Simpson  
Evalyn Simpson

This mortgage is given to secure J.B. Dague for signing a bail bond of \$1000 in the District Court, of Iowa, in and for Clarke County with Harold Simpson. If there is no liability on the bond this instrument is to be void, but otherwise in full force and effect.

State of Iowa, Madison County SS: On the --- October A.D. 1921, before the undersigned a Notary Public in and for said County, personally came Thos. Simpson and Evalyn Simpson to me personally known to be 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.



Ralph B. Hunter  
Notary Public.

Filed for record the 7<sup>th</sup> day of October A.D.