

Mortgage Record, No. 74,

Thos. Glynn Jr.)
to
Cummings Savings Bank)

Mtg.

Filed for record the 14th day of November A.D. 1921 at
9.45 o'clock A.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$1.10 # 2039 ✓

KNOW ALL MEN BY THESE PRESENTS: That Thos. Glynn Jr. Single of Madison County, and State of Iowa, in consideration of the sum of One thousand Dollars in hand paid by The Cumming Savings Bank of Cumming Iowa, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said Cumming Savings Bank of Warren County, Iowa, the following described premises situated in the County of Warren and Madison and state of Iowa, to-wit:

The South Sixty (60) acres of the North Half ($\frac{1}{2}$) of the South west Quarter ($\frac{1}{4}$) of Section, Thirty (30), Township Seventy seven (77) North, Range Twenty five (25) West of the 5th P.M. Iowa,

And, the North east Quarter, ($\frac{1}{4}$) of the South east Quarter, ($\frac{1}{4}$) Section Twenty five (25), Township, Seventy seven, (77) North Range Twenty Six (26) West of the 5th P.M. Iowa.

This mortgage is taken in lieu of a mortgage recorded in Book 79, page 98, on the 22nd of November 1916 in Warren County Records. And recorded in Book 64 page 199 on the 24th day of November 1916, in Madison County records.

The same being done to release the former mortgage, so that a former mortgage given to the Northwestern Mutual Life Insurance Company may be increased, on part of the land described in this mortgage, and also on part of the land which is described in the mortgage referred to as being released.

This mortgage is not only given to secure any note to the Cumming Savings Bank, given by Thos Glynn Jr. but is also to secure any note or notes given by Hugh Glynn and John Glynn, and Ella Monaghan, which is signed by Thos. Glynn Jr. and same shall stand as security for any amount up to \$6000.00 in any of the above forms.

And I hereby covenant with said Cumming Savings Bank that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same, and that they are free and clear of all liens and incumbrances whatsoever, except a mortgage for \$6000.00 to the North Western Mutl Life Ins, Co, on the 100 acres above described land

And I covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever except the above described mortgages and the said single hereby relinquishes right of dower in and to the above premises: Provided always, and these presents are upon this express condition. That if the said Thos. Glynn Jr., -- heirs, executors or administrators shall pay or cause to be paid to the said Cumming Savings Bank of Cumming Iowa, their executors, administrators or assigns, the sum of One thousand Dollars on the 14th day of Feby 1922 according to the tenor of the promissory note of said Thos Glynn Jr. and also all other debts and obligations now or hereafter made or incurred by the said Thos. Glynn Jr. due or to become due the said Cumming Savings Bank not to exceed the sum of \$6,000.00 and interest as provided in the various note or notes which may be given by the said Thos. Glynn Jr. to the Cumming Savings Bank and 8 interest payable semi-annually on any indebtedness which may be owing by the said Thos Glynn Jr. to the said Cumming Savings Bank not to exceed the sum of \$6000.00 not evidenced by notes and interest thereon. The intention of this mortgage is to secure the said Cumming Savings Bank for any indebtedness now or hereafter made or incurred by the said Thos. Glynn Jr, due or to become due the said Cumming Savings Bank not to exceed the sum of \$6000.00 and interest thereon which is evidenced by notes or otherwise. And if the said Thos. Glynn Jr. shall keep all the agreements of this mortgage, then and in that case these presents to be void; otherwise to remain in full force.

And It is hereby Agreed that if the said Thos. Glynn Jr. allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes,

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or if he fails to pay the interest on said note or notes promptly as the same becomes due, the note or notes secured hereby shall become due and payable in 30 days thereafter, or within 30 days after any note becomes due and is unpaid, or any other obligation which remains unpaid for 30 days, and the mortgagee, their heirs or assigns may proceed to foreclose this mortgage; In case it becomes necessary to commence proceedings to foreclose this mortgage, then the said Cumming Savings Bank in addition to the amount of said indebtedness interest and cost, agrees to pay the mortgagee herein named or to pay the assignee of this mortgage a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in such foreclosure case.

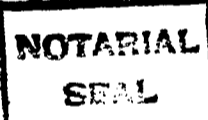
It Is Also Further Agreed that in case of default in any of the aforesaid agreements so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured by this mortgage. A receiver of the mortgaged property, shall be appointed at any time after any such default, either independently or in connection with foreclosure of this mortgage, and if in connection with such foreclosure such receiver may be appointed at the commencement of the suit or during its pendency or after decree and sale if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

Signed and delivered this 13 day of August 1921.

Thos Glynn Jr.

State of Iowa, Warren County SS: On this 14 day of August 1921, before me R.E. Beery a Notary Public, within and for said County, personally appeared Thos. Glynn Jr. personally to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged that he executed the same as his voluntary act and deed.

In testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Cumming Iowa, on the date last above written.



R.E. Beery, Notary Public
Warren County, Iowa.

Notary Public in and for Muscatine County, Iowa

