

Mortgage Record, No. 74,

FIDLER & CHAMBERS, DAVENPORT, IOWA.

B.B.Boydston
Notary Public.

SEAL

F.D.Ross et al)
to Mtg.
J.D.Ross)

Filed for record the 26 day of November A.D.1921 at 10.30
o'clock A.M.

Nettie E.Winship,Recorder
Winifred Whedon,Deputy
Fee \$.90 # 2095

THIS INDENTURE, Made and executed the 25th day of November A.D.1921 by and between F.D. Ross and wife Myrtle Ross and S.B.Lillard and wife Mabel Lillard of the County of Madison and State of Iowa, parties of the first part, and J.D.Ross of Winterset, Iowa, party of the second part, WITNESSETH: That the said part of the first part, for and in consideration of the sum of Two Thousand one hundred (2100) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted and Sold and do by these presents Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part his heirs and assigns, forever, the certain tract or parcel of real estate, situated in the County of Madison and State of Iowa, described as follows, to-wit:

Lots Thirty seven (37) and thirty eight (38) in the original town of Macksburg, Iowa subject to a mortgage of fifteen hundred (1500) dollars now on record..

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the second party and to his heirs and assigns, forever. The said F.D.Ross and S.B.Lillard represent to and covenant with the party of the second part, that they have good right to sell and convey said premises; that they are free from incumbrances, and that they will warrant and defend said premises against the lawful claims of all persons whomsoever; and the said Myrtle Ross and Mabel Lillard hereby release all their right of dower in and to the said premises; and the said parties of the first part relinquish and con-

*November 22
F.D. Ross Witnessed by Nettie E. Winship, Recorder*

Madison County, Iowa

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vey all right of homestead in said premises.

This Conveyance to be void on the Following Conditions:

That said F.D.Ross and S.B.Lillard shall pay said J.D.Ross or order a certain note dated ~~xxxxxx~~ November, 1, 1919, executed by C.C.Schutz for \$1800.00 due November 1, 1921; Now reduced to judgment said note payable to and endorsed by Ross & Lillard with interest on all of said money from this date until paid, at the rate of eight per cent per annum, payable annually according to the one premissory note of the said C.C.Schutz described above; and it is stipulated in said note, and in this mortgage, that should any of said interest not be paid when due it shall bear interest at the rate of eight per cent per annum from the time the same becomes due; and this mortgage shall stand as security for the same.

That said F.D.Ross and S.B.Lillard shall pay all taxes and assessments levied upon said real estate before the same become delinquent, and in case not so paid the holder of this mortgage shall have the right to declare the whole sum of money herein secured due and collectible at once, or he 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 and interest so paid.

That said F.D.Ross and S.B.Lillard shall cause the buildings on said premises to be insured, and during the existence of this mortgage keep insured, against loss by fire, in some good company, to be selected by the mortgagee, in the sum of not less than -- Dollars, loss, if any, to be payable to said second party, and shall deliver policies and renewal receipts to said second party; and upon failure to make such insurance, or to deliver said policy or renewal receipts, said second party may make such insurance, or treat this mortgage as due; and if he elects to make such insurance he shall be entitled to interest on the amount paid therefor at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid, with interest as aforesaid.

It is further stipulated and agreed, that a failure to pay any of the said money, either principal or interest, within -- days after the same becomes due, or a failure to conform or comply with any of the foregoing conditions or agreements, shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs.

And it is further expressly agreed, that in the event of any failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable said second party 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 is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard said second party the collection of said sums by foreclosure or otherwise.

And it is further agreed, that in the event of the commencement of an action for the foreclosure of this mortgage, upon any default being made, that statutory Dollars attorney's fee shall become due from the first party to the second party, and shall be paid in the event of a settlement before a decree of foreclosure shall be obtained; and if a decree of foreclosure shall be entered, then statutory Dollars attorney's fee shall be taxed by the Court and included in said decree.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

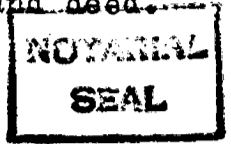
F.D.Ross Myrtle Ross (Seal)
S.B.Lillard Mabel Lillard (Seal)

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FIDLER & CHAMBERS, DAVENPORT, IOWA.

State of Iowa, Madison County SS: Be It Remembered, that on this 25 day of November, A.D. 1921 before the undersigned, a Notary Public in and for said County, personally appeared F.D. Ross and wife Myrtle Ross, S.B. Lillard and wife Mabel Lillard to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as grantors, and acknowledged the execution of said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written.



W.P. Love
Notary Public

Leo C. Percival

