

Madison County, Iowa

BOOK 74

Notary Public in and for said County.

Rachel Holderbaum) Mtg.
to
Iowa State Bank)

Filed for record the 10th day of December A.D. 1921
at 9.40 o'clock A.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 2184 ✓

KNOW ALL MEN BY THESE PRESENTS: That Rachel Holderbaum, single of Dallas County, State of Iowa, in consideration of the sum of Fifty Four Hundred and no/100 Dollars, in hand paid by The Iowa State Bank, of Dexter, Dallas County, State of Iowa do hereby sell and convey unto the said "Iowa State Bank" the following described premises, situated in Madison County, Iowa, to-wit:

The North East Quarter (NE $\frac{1}{4}$) of the North East Quarter (NE $\frac{1}{4}$) of Section Seventeen (17) Township Seventy seven (77) North Range Twenty Nine (29) West of the 5th P.M. Containing Forty (40) acres.

(It is mutually agreed that this mortgage is to stand as security for any renewals of extensions of the within loan and for any future advancements or loans and for any other evidence of indebtedness of the said mortgagor or any of the parties mentioned in the notes described herein to the said Iowa State Bank, until all of the same is fully paid and this mortgage is satisfied of record).

(This Mortgage is given subject to a mortgage of \$3700.00 in favor of Cora Tennent of Polk County, Iowa, Due Sept 14, 1926 at 7% Which mortgage is recorded in Book 72 Page 59 of the records of Madison County, Iowa.)

And I do hereby covenant with the said "Iowa State Bank" that I am lawfully seized of said premises; that they are free from encumbrance except as stated above, that I have good right and lawful authority to sell and convey the same, and the said Rachel Holderbaum hereby relinquishes all her right to dower, and all her right under the homestead laws of the State of Iowa, in and to the above described premises.

Provided Always, and these presents are upon the express condition, that if the said Rachel Holderbaum her heirs, executors or administrators, shall pay or cause to be paid to the said Iowa State Bank their heirs, executors, administrators or assigns the sum of Thirty One Hundred Dollars, on the 9th day of December 1922 (the above note is jointly

For Release of annexed Mortgage see
Mortgage Record 78 Page 451

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

signed by J.C. Thrailkill and Caroline - Thrailkill and Rachel Holderbaum,

One Thousand Dollars, on the 9th day of December 1922

Thirteen Hundred Dollars, on the 26th day of Feb. 1922. Both of the last two notes are signed by Rachel Holderbaum with interest on all of said money from this date at the rate of 8 per centum per annum, until paid, payable annually, according to the tenor of three promissory notes as described above herewith, then these presents to be void, otherwise in full force and effect.

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 8 per cent per annum from the time the same becomes due, and that this mortgage shall also stand as security for the same; and it is stipulated that a failure to pay any of said interest or principal within thirty days after it becomes due, shall cause the whole of said sum to become due, and this mortgage may be foreclosed thereupon immediately for the whole of said money and interest. And it is also stipulated that should any taxes on the above described land not be paid when due, the mortgagee, or his assigns, shall have the right to pay the same and this mortgage shall stand security for the money so advanced and interest thereon at the rate of eight per cent per annum, payable annually.

It is further agreed that mortgagor shall keep buildings and property covered by this mortgage insured, for at least-- of its actual cash value, in good, reliable insurance companies approved by mortgagee, with clause attached, "Loss, if any, payable to mortgagees, as their interest may appear," and shall pay all premiums in connection therewith. In default of same, said mortgagee shall have the right to insure said buildings and property and pay the premium therefor and this mortgage shall stand as security for the moneys so advanced for premiums and all expenses in connection therewith, and all moneys so advanced shall draw interest at the rate of eight per cent per annum.

In event of the foreclosure of this mortgage, it is agreed that a reasonable attorney's fee shall be by the Court also taxed and included by the Court in the decree of foreclosure of this mortgage, and the mortgage shall also stand as security for the same, and the same shall be included in the special execution, and be made with the other money and costs on the Sheriff's Sale of said land.

Signed this 9th day of December A.D. 1921.

Rachel Holderbaum

State of Iowa, Dallas County SS: On this 9th day of December A.D. 1921 before me personally appeared Rachel Holderbaum to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Howard Calfee
Notary Public in and for said County.

