

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

Carolina A. Thraikill)
to Rachel Holderbaum) Mtg.

Filed for record the 13 day of December A.D. 1921
at 9.20 o'clock A.M.
Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 2207

KNOW ALL MEN BY THESE PRESENTS: That Caroline A. Thraikill and J.C. Thraikill Wife and Husband of Madison County, State of Iowa, in consideration of the sum of Thirty One Hundred and No/100 Dollars, in hand paid by Rachel Holderbaum of Dallas County, State of Iowa, do hereby sell and convey unto the said Rachel Holderbaum the following descibed premises, situated in Madison County, Iowa, to-wit:

The South East Quarter of the North East Quarter of Section Seventeen Township Seventy seven Range Twenty Nine West of the 5th P.M. Containing Forty Acres.

(This mortgage is given in the interest of the Grantee to protect her for the signing of a note for the amount herein indicated with the said grantors, which note was given in favor of the Iowa State Bank of Dexter, Iowa. Dated December 9, 1921, due Dec. 9, 1922)

This mortgage is given subject to all of the mortgages now of record against the said land herein described.)

And we do hereby covenant with the said Rachel Holderbaum that we are lawfully seized of said premises; that they are free from encumbrance except as above stated that we have good right and lawful authority to sell and convey the same, and the said Grantors hereby relinquishes all their right to dower, and all their 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 Caroline A. Thraikill and J.C. Thraikill their heirs, executors or administrators, shall pay or cause to be paid to the said Rachel Holderbaum her heirs, executors, administrators or assigns, the sum of Thirty One Hundred Dollars, on the 9th day of December, 1922, 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 one promissory note of said Caroline A. Thraikill and J.C. Thraikill to the Iowa State Bank of even date 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.

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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 two thirds 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.

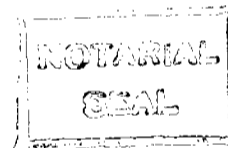
In event of the foreclosure of this mortgage, it is agreed that a reasonable attorney's fee shall be by the Court also taxed and included by the Court in the decree of foreclosure of this mortgage, and the mortgage shall also stand as security for the same, and the same shall be included in the special 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.

Carolina A. Thrailkill
J.C. Thrailkill

State of Iowa, Dallas County SS: On this 9th day of Dec. A.D. 1921, before me personally appeared Caroline A. Thrailkill & J.C. Thrailkill to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Geo. A. Stewart
Notary Public in and for said County.



Witness my hand and the seal of my office this 14th day of December A.D. 1921