

BOOK 74

Mortgage Record, No. 74,

Homer E Love & wife)
to Mtg.
Luvana Park)

Filed for record the 19th day of March A.D. 1921 at 9.42
o'clock A.M.

Nettie E. Winship, Recorder
Fee \$;70 # 750

KNOW ALL MEN BY THESE PRESENTS: That Homer E. Love and Pearl Love husband and wife of Madison County and state of Iowa, in consideration of the sum of \$ 3000 Three Thousand Dollars in hand paid by Luvana Park of Warren County and state of Iowa do hereby sell and Convey unto the said Luvana Park the following described premises, situated in the county of Madison and state of Iowa, to-wit:

The East one half of the south east one fourth of section 12 Also the south west quarter of the south west quarter of section 7 township 74 range 27 west of the fifth P.M. Iowa.

And we hereby covenant with the said Luvana Park that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

Except the first mortgage of eleven thousand eight hundred and fifty dollars.

And we covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever.

And the said Pearl Love hereby relinquish^A her right of dower in and to the above described premises; Provided always, and these presents are upon this express condition that if the said Homer Love heirs, executors, or administrators, shall pay or cause to be paid to the said Luvana Park executors, and administrators or assigns, the sum of Three thousand Dollars Dollars, on the 1st day of March, 1924, with interest at 6 per cent per annum, payable annually, according to the tenor and effect of --promissory note with coupons attached, of the said ---- payable to Luvana Park bearing date March 1st, 1919 then these presents to be void, otherwise to remain in full force.

And it is hereby Agreed that if the said Homer Love allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes of if he fails to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in ten days thereafter; and the Mortgagee heirs or assigns may proceed at once to foreclose this mortgage. In case it becomes necessary to commence proceedings to foreclose the same then the said Homer Love in addition to the amount of said debt, interest and costs, agree to pay the mortgagee herein named, or to any assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in foreclosure case.

It is also agreed that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$-- and shall deliver the policies and renewal receipts therefor to said second party; and should said first party neglect to do so said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum, and this Mortgage shall stand as security therefor.

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, and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action therefor, with or without the foreclosure of this Mortgage, said receiver to have the usual powers to take and hold such rents and profits for the benefit of the plaintiff and subject to the order of the court,

Signed and delivered this 17th day of March 1921.
Executed in the presence of

Homer E. Love
Pearl Love

Madison County, Iowa

BOOK 74

State of Iowa Warren County SS: On this 17 day of March A.D.1921 before me ,Bert Sanders a notary public within and for said county, personally came Homer E. Love and Pearl Love Husband and wife ,personally to me known to be the identical persons whose name are affixed to the foregoing instrument as grantor and severally acknowledged that they executed the same, and the execution thereof to be their unitary act and deed, for the purpose therein expressed.

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

Bert Sanders, Notary Public
Warren County, Iowa.