

Madison County, Iowa

Book 74

Notary Public.

John M. Lyddon)
to
State Bank of Dexter)

Filed for record the 19th day of January A.D. 1922
at 9.45 o'clock A.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 106 ✓

KNOW ALL MEN BY THESE PRESENTS: That John M. Lyddon, (widower and unmarried) of the County of Dallas and State of Iowa, in consideration of the sum of twenty two hundred ninety eight and 39/100 Dollars, in hand paid, do hereby sell and convey unto State Bank of Dexter, of the County of Dallas State of Iowa the following described premises, situated in the County of Madison State of Iowa, to-wit:

The undivided two twenty sevenths of the south west quarter (SW $\frac{1}{2}$) and the south one half (S $\frac{1}{2}$) of the north west quarter (NW $\frac{1}{4}$) all in section thirty two (32) township seventy seven (77) north range twenty nine (29) west of the fifth P.M. Madison County, Iowa.

This mortgage is made subject and inferior to a mortgage of sixteen thousand dollars (\$16,000.00) upon the south west quarter of said above described land. and which the said first party represents to belong to him under legal title.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, to the said State Bank of Dexter, and to its successors and assigns forever:

Provided, always, and these presents are upon the express condition that if the said John M. Lyddon heirs, executors administrators or assigns shall pay or cause to be paid to the said State Bank of Dexter, heirs, executors, administrators or assigns the sum of twenty one hundred and twenty one (\$2,121.00) dollars which said note is signed by Mary E. Lyddon and due April 17th, 1922 and a note of one hundred seventy seven and 39/100 dollars - \$177.39, which said note is also signed by Mary E. Lyddon and due March 11th, 1922. The intention being to secure any other indebtedness which said State bank may have against said John M. Lyddon, with interest thereon at the rate of eight per cent per annum, until the same is fully paid, according to the tenor and effect of the two notes of said J.M. Lyddon and Mary E. Lyddon bearing date January 11th, 1922, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of the non-payment by the said party of the first part, or his heirs, executors or administrators, of the said interest or principal, or any part thereof, for the space of thirty days after the same becomes due, or on his failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$-- in a stock company approved by mortgagee or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable -- State Bank of Dexter, Dexter, Iowa.

And it is also further agreed by the mortgagor that if it become necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all

Decree of foreclosure of this mortgage entered, Dec 31-1925 in the District Court of Madison County, Iowa, on page 367 record of said Court.
Hess 31-1925
Hess
Clerk District Court

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

liens,incumbrances,taxes or assessments and agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid,as aforesaid.

It Is Also Agreed,that in case of default in any respect 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 hereby,and that on the commencement of an action to foreclose this mortgage,the Plaintiff therein shall be entitled to the appointment of a receiver,with 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. Cancellation hereof to be at mortgagor's expense.

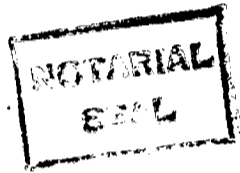
And the said no dower to release hereby relinquishes right of dower,and all rights of any kind whatever,in and to the above described premises.

Dated this 17th day of January A.D.1922.

John M.Lyddon

State of Iowa,Dallas County SS: On this 17th day of January,A.D.1922,before me Allen T. Percy,a notary public,in and for said County,personally appeared John M.Lyddon (Widower and unmarried) to me known to be the identical person named in and who executed the foregoing instrument,and whose name is affixed thereto as grantor and acknowledged that he executed the same as his voluntary act and deed.

Made under my hand and seal of office the day and year last above written.



Allen T.Percy
Notary Public in and for said County .

written.

G.L.Domm
Notary Public.

