

Madison County, Iowa

Book 74

thereof.

Witness my hand and notarial seal the date last above written.

Frieda Vonsien
Notary Public, Scott County, Iowa.

J.C. & Annetta Spera)
to Mtg.
Illinois State Bank of Quincy)

Filed for record the 23rd day of May A.D. 1922 at
3.50 o'clock P.M.

Nettie E. Winship, Recorder
Fee \$1.00 # 1232

THIS INDENTURE, Made this Twenty third day of May A.D. 1922, between J.C. Spera and Annetta Spera, his wife, of Madison County Iowa, parties of the First Part; and ILLINOIS STATE BANK OF QUINCY of Quincy, Illinois, party of the Second Part:

WITNESSETH, Whereas, the said parties of the First Part are indebted to the said party of the Second Part, for money loaned, in the sum of Eighteen Thousand and 00/100 DOLLARS, to secure the payment of which said parties of the First Part have executed their twelve (12) principal promissory notes of even date herewith for Fifteen Hundred and 00/100 Dollars, each, Total- Eighteen Thousand and 00/100 DOLLARS said sum, payable to the order of said ILLINOIS STATE BANK OF QUINCY, on 23d day of May A.D. 1927, with interest thereon at the rate of six per cent per annum, payable annually on the 23d day of May in each year, as further evidenced by five interest notes of even date thereto attached to each of said notes for the sum of Ninety and 00/100 DOLLARS, with interest after maturity at seven per cent per annum, all payable at its Banking House in Quincy Illinois. In said principal notes the makers reserve the option of paying One Hundred Dollars or any multiple thereof on said note at any interest paying time, and if any of said interest notes are not paid when due, the principal note become due and payable at once without notice, at the option of the holder.

NOW THEREFORE, The parties of the First Part, for the better securing the loan aforesaid and said interest thereon evidenced by said principal and interest notes aforesaid, do hereby grant, bargain, sell, mortgage and warrant unto the said ILLINOIS STATE BANK OF QUINCY, or its assigns, the following described Real Estate, situated in Madison County, in the State of Iowa, and all of the rents, issues and profits thereof, to-wit:

The South half (1/2) of the Southeast Quarter (1/4) and the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-two (32), in Township Seventy six (76) North, Range Twenty eight (28) West of the Fifth (5th) Principal Meridian, containing One Hundred Twenty (120) acres more or less.

The notes secured by this mortgage have been properly stamped with internal revenues stamps according to law.

For Release of amended Mortgage see
Mortgage Record Page 1214

Mortgage Record, No. 74,

TO HAVE AND TO HOLD the same to its own proper use forever, and the parties of the First Part do hereby release and waive all rights under and benefit of the Homestead Exemption Laws of the State of Iowa and all right to retain possession after any default in the payment of said principal or interest, or breach of any of the covenants or agreements herein contained.

PROVIDED, always, and these presents are upon this Express Condition, that if said parties of the First Part, their heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid, to said party of the Second Part, or its assigns, the aforesaid sum of money, with interest thereon, at the time and in the manner specified in the said promissory notes, then these presents shall thereupon become null and void.

But it is expressly agreed, that if default be made in the payment of said principal note or said interest notes, or any part thereof, at the time and in the manner therein specified; or in case of waste done or permitted on the premises; or in case of failure to pay before sale of taxes or assessments levied upon said premises; or in case of the breach of any of the agreements herein contained, then, and in such case, the whole of said principal and interest secured by this mortgage shall, at the option of said party of the Second Part, or the legal holder of said principal note, become immediately due and payable (anything herein or in said notes contained to the contrary notwithstanding) and this mortgage may then be immediately foreclosed to pay the same and it shall ^{be} lawful for the party of the Second Part, its legal representatives, or assigns, to enter upon said premises and receive all rents and profits thereof.

In case of the filing of any bill to foreclose this mortgage, the Court may appoint any competent Person Receiver, with power to take possession of said premises, collect the rents arising out of the same during the pendency of such foreclosure suit, and until the right of redemption expires, and such rents so collected shall be applied first to the payment of taxes and the expenses of keeping the premises in good condition; and the balance shall be applied towards the payment of said principal and interest notes, or either of them, and an additional sum of five per cent upon the amount due shall be included in said judgment or decree to pay the complainant's attorney's or solicitor's fees in such suit of foreclosure.

And the said parties of the First Part agree that they will before the sale pay all taxes and assessments upon said premises; that they will, when required by the holder of this mortgage, keep the buildings insured, and assign the policy of insurance as further security of the indebtedness aforesaid. And in case said First parties should refuse to pay such taxes or not insure the buildings, and assign the policy aforesaid, or if they should fail to satisfy any prior lien or incumbrance upon said premises, then said party of the Second Part, or its assigns may pay such taxes, insurance or incumbrance; and all moneys thus paid, with interest thereon at six per centum per annum, shall become so much additional indebtedness secured by this mortgage and be paid out of the proceeds of sale of the premises aforesaid, if not otherwise paid by said First Parties.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands and seals on the day and year first above written.

Signed in Presence of
W.F. Craig.

J.C. Spera (Seal)
Annetta Spera (Seal)

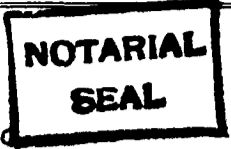
STATE OF IOWA COUNTY OF MADISON SS: THIS IS TO CERTIFY, That before me, the undersigned, a Notary Public in and for said County and State, appeared this day in person J.C. Spera and Annetta Spera his wife, personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledge that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of Homestead and Dower.

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Given under my hand and seal, this twenty-third day of May 1922.

W.F. Craig,
Notary Public



Wilda Lucas)