

Madison County, Iowa

Book 74

and to the said premises.

PROVIDED, However, that if the mortgagors shall pay the mortgagee, its successors or assigns, the sum of Three Hundred & Sixty Dollars, on the 20 day of November, A.D. 1921, with interest at the rate of eight per centum per annum payable semi-annually according to the tenor and effect of one or more promissory note or notes of the mortgagors bearing even date herewith and other sums hereinafter mentioned payable at the office of the HOME LOAN & INVESTMENT COMPANY, at Des Moines, Iowa, in gold coin of the United States of America of the present standard of weight and fineness or its equivalent, with New York exchange, and shall keep and perform all and singular the covenants and agreements hereinafter contained to be by said mortgagors kept and performed, then these presents to be void, otherwise to remain in full force and effect.

The covenant and agreement to be kept and performed are as follows:

The mortgagors shall not commit waste of said premises, nor allow the same to depreciate in value by any act or neglect, and it is agreed that all heating, lighting and plumbing apparatus, attachments or devices now or hereafter attached or installed are a part of the realty.

The mortgagors shall pay all taxes, assessments, public rates, governmental charges, prior encumbrances against said premises and the interest thereon, and all other sums which may become a lien on said premises, now due or which may become due before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies, which mortgagee may at its option designate, for the benefit of the mortgagee in the sum of not less than --- Dollars, and shall deliver the insurance policies and all renewal receipts to mortgagee; should mortgagors neglect to pay said taxes, assessments, public rates, governmental charges, prior encumbrances and the interest thereon and all other sums which may become a lien on said premises, or to effect and maintain said insurance, the mortgagee may do so and recover the amount paid therefor with interest at eight per centum per annum payable semi-annually, and this mortgage shall stand as security therefor, or at its option mortgagee may bring separate suits on each claim apart from this mortgage, being subrogated to all the rights of the party paid.

Mortgagors agree to pay together with eight per cent interest payable semi-annually any sum of money which mortgagors jointly or severally may now or hereafter owe mortgagee during the life of this mortgage by reason of any claim, debt, demand, accrued or contingent liability, evidence of indebtedness or right of action, that mortgagee shall have against mortgagors jointly or severally, from whatever source or in whatever manner arising whether originally running to mortgagee or transferred to mortgagee, not exceeding five thousand dollars in amount, and this mortgage until discharged shall be a continuing security for the payment of any such sum or sums.

Should said mortgagors at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned the whole sum of money hereby secured shall become due and collectible at once, at the option of the mortgagee, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice, Mortgagors agree to pay a reasonable attorney's fee if an action to foreclose this mortgage is begun. Mortgagors agree to pay the recording fees of this mortgage and the cost of an abstract of title to said premises and this mortgage shall stand as security therefor if mortgagee pays the same. Should mortgagee become involved in litigation by reason hereof all the expense of such litigation including a reasonable amount for attorney's fees shall be paid by the mortgagors and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, mortgagee shall be entitled to the immediate possession of said premises as against

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the mortgagors and all other persons whomsoever, or at the option of the mortgagee, its successors or assigns, on filing the petition for such foreclosure and at all times thereafter either before or after decree of foreclosure, mortgagee, its successors or assigns shall be entitled as a matter of right as against the mortgagors and all other persons whomsoever and without regard to the value of the property above described or the solvency or insolvency of the mortgagors or any owner of said premises and without notice to the mortgagors his or their heirs, successors or assigns, to the appointment of a receiver to take charge of said premises at once and to hold possession of the same until the time of redemption expires or until the debt is fully paid and all rents, issues and profits derived from said premises, less the costs and expenses of receivership shall be applied to pay the debt secured hereby and at the option of the mortgagee may be applied to pay taxes, special assessments, governmental charges, prior lien or encumbrances on said premises and the interest accruing thereon. The taking possession shall in no manner prevent or retard mortgagee in the collection of the debt secured hereby by foreclosure or otherwise.

Dated Aug 20, 1921

IN TESTIMONY WHEREOF, 20th have hereunto set our hands the day and year last above written.

Ralph C. Letz
Lillian M. Letz.

STATE OF IOWA, Polk County SS: BE IT REMEMBERED, That on the 20th day of August A.D. 1921, before the undersigned, a Notary Public in and for said County, personally appeared Ralph C. Letz and Lillian M. Letz to me personally known to be the identical persons whose names are affixed to the foregoing Mortgage, as grantors, and severally acknowledged the said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

M. E. Stebben
Notary Public in and for Polk County, Iowa.

Be it remembered, That on the 22nd day of August A.D. 1921, before the undersigned, a Notary Public in and for said County of Madison, personally appeared Lillian M. Letz, to me personally known to be the identical person whose name is affixed to the following mortgage, as grantors & severally acknowledged the said instrument & execution thereof to be her voluntary act & deed.

Witness my hand & notarial seal by me affixed the day & year last above written.

J. G. Martin
Notary Public in & for Madison County-----