

Madison County, Iowa

BOOK 74

W.W.Crawford

SEAL

Notary Public,

Merritt H. McCorkle and wife)  
to  
The Bank of Earlham )  
Second Mortgage.

Filed for record this 21st day of June A.D.  
1922 at 2.48 o'clock P.M.

Nettie E. Winship Recorder  
#1380 Fee \$.80

Know All Men by These Presents: That Merritt H. McCorkle and his wife Lou McCorkle of the County of Madison and State of Iowa, parties of the first part in consideration of Seventeen thousand three hundred <sup>fifty</sup> & no/100 Dollars, in hand paid by the Bank of Earlham, of Earlham, of the County of Madison and State of Iowa party of the second part, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part its heirs and assigns forever the following described real estate, lying and being situated in the County of Madison and State of Iowa to-wit: The North West Quarter (NW $\frac{1}{4}$ ) of Section Twenty-six (26), and the North-east Quarter (NE $\frac{1}{4}$ ) of Section Twenty-seven (27), all in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M. Iowa. subject to incumbrances as follows to-wit: A certain first Mortgage given to H.W. Binder & Company of Council Bluffs, Iowa, on which there is a balance of \$19,000.00 of principal unpaid.

TO HAVE AND TO HOLD The premises above described, with the appurtenances thereunto belonging unto the said second party and to its heirs and assigns forever, The said parties of the first part hereby covenants that the above described premises are free from any incumbrances except as above stated and that they will WARRANT AND DEFEND the title unto the said party of the second part its heirs, and assigns, against all persons whomsoever lawfully claiming the same, excepting above incumbrances: Provided always, and these presents are upon this express condition, that if the said Merritt H. McCorkle and his wife Lou McCorkle, their heirs, executors, administrators, or assigns shall pay the said Bank of Earlham, Earlham, Iowa, its heirs executors, administrators, or assigns the sum of Seventeen thousand three hundred fifty Dollars on the 1st day of April 1923, with interest thereon payable semi-annually at the rate of eight per cent per annum according to the tenor and effect of the one promissory note of the said Merritt H. McCorkle and his wife Lou McCorkle payable to said Bank of Earlham, Earlham, Iowa, or order and bearing date June 17th, 1922, then these presents to be void, otherwise to remain in full force. The grantors also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof shall become delinquent, and to permit said mortgages above described to become defaulted or breached or delinquent in no respect, In default of the grantors to pay such taxes or assessments when due, then the grantee herein, his executors, administrators or assigns may pay such taxes or assessments, or either, and shall receive 8 per cent interest, payable semi-annually, on all such payments, from the date thereof, and this mortgage shall stand as security for all such payments taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to pay such taxes or assessments, or any interest or principal when due or upon any interest or principal becoming due and unpaid upon any of the above described mortgages, or upon any of said mortgages becoming in any way due and payable the grantee, his executors, administrators or assigns, may declare the whole sum hereunder remaining unpaid

This mortgage foreclosed in District Court of Madison County, Iowa, ... day of May, 1923. See Decree District Court Record ... page ...  
*and directed herein sold & fully satisfied in full this book 1, pg. 52.*  
*Merritt H. McCorkle*  
 Clerk District Court

## Mortgage Record, No. 74,

immediately due and payable and may proceed by foreclosure or in any other lawful method to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney. And the said Lou McCorkle hereby relinquishes her right of dower in the foregoing described real estate, subject to the above reservations and conditions. Signed by the parties of the first part this 20th day of June A.D., 1922

Merritt H. McCorkle  
Lou McCorkle

State of Iowa, Madison County, SS. On this 20th day of June A.D., 1922, before me H.W. Hale, a Notary Public in and for said County, personally appeared Merritt H. McCorkle and his wife Lou McCorkle to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto and acknowledged that they executed the same as their voluntary act and deed. Made under my hand and seal of office the day and year last above written.

H.W. Hale  
Notary Public in and for said County

