

## Madison County, Iowa

Book 74

Blanche C. Croft & Husband)  
to  
E. D. McLaren ) Mtg.

Filed for record the 29th day of June A.D. 1922 at 4.40  
o'clock P.M.

Nettie E. Winship, Recorder  
Fee \$.90 # 1433. ✓

THE INDENTURE Made the 28th day of June A.D. nineteen hundred twenty two between Blanche C. Croft and Russell H. Croft, wife and husband of Adair County, and State of Iowa of the first part and E. D. McLaren of Polk County, and State of Iowa of the second part, WITNESSETH: That the said parties of the first part, for the consideration of Sixty-five Hundred (\$6500.00) Dollars, the receipt thereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part his 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 undivided One-half of the South Half ( $S\frac{1}{2}$ ) of the North East Quarter ( $NE\frac{1}{4}$ ) except North forty (N40) rods of the West Twenty (W20) rods thereof and the North Half ( $n\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) and the North east Quarter ( $NE\frac{1}{4}$ ) of the South west Quarter ( $SW\frac{1}{4}$ ) and all that part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) lying south of Middle River, all in Section Six (6) in Township Seventy five (75) North, Range Twenty nine (29) West of the 5th P.M.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, including homestead, unto the said second party and his heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from any incumbrances except the undivided one half of a certain 1st mortgage for \$12000.00 payable to Bankers Life Ins. Company, covering all of the within described real estate, will WARRANT AND DEFEND the title unto the said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claiming the same. Provided always, and these presents are upon this express condition, that if the said Blanche C. Croft and Russell H. Croft, their heirs executors or administrators, shall pay or cause to be paid to the said E. D. McLaren, his executors and administrators, or assigns the sum of Three Thousand Dollars on the 1st day of January, 1923. Thirty five Hundred Dollars, on the 1st day of January, 1924 with interest thereon at the rate of six per cent according to the tenor and effect of the Promissory Notes of the said Blanche C. Croft and Russell H. Croft payable to E. D. McLaren

Valley Jet Savings Bank  
74  
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## Mortgage Record, No. 74,

bearing date June 28th, 1922 then these presence to be void, otherwise to remain in full force.

AND IT IS EXPRESSLY AGREED, That the Mortgagor shall, while any part of the debt remains unpaid neither permit or commit any waste on said premises; shall pay all taxes on said premises when due; and shall keep the buildings thereon insured in a responsible <sup>company</sup> up to \$-- payable in case of loss to the holder of this Mortgage as his interest may appear.

AND IT IS FURTHER AGREED, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described Real Estate shall remain unpaid for the space of one month after the same are due and payable, or if said Mortgagor shall fail to keep the buildings on said premises insured up to \$-- , payable in case of loss, to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, the said part of the second part, heirs and assigns, may procure by foreclosure or in <sup>other</sup> any lawful mode, to make the amount of said note, together with the interest and costs, and all taxes and assessments accrued on said Real Estate together with a reasonable fee for the plaintiff's attorney, out of the foresaid Real Estate.

AND IT IS ALSO AGREED, That if the Mortgagor neglect to pay taxes, or to effect insurance, the holder hereof may pay said taxes or effect said insurance, adding the amount so paid to the sum <sup>next</sup> falling due, with interest thereon at -- per cent until repaid.

And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom, for payment of Mortgaged debt including attorney's fee and receiver's cost and expenses, and may discharge the usual duties of receiver.

And Russell E. Croft husband of the Said Blanche C. Croft hereby relinquishes her right of dower in the Real Estate herein mentioned, subject to the above reservation and conditions IN TESTIMONY WHEREOF, That said parties of the first part, have hereunto set their hands and seals the day and year above written.

Blanche C. Croft (LS)  
Russell E. Croft (LS)

STATE OF IOWA Adair County SS: On this 28th day of June A.D. 1922, before me personally appeared Blanche C. Croft and Russell E. Croft- -- to me known to be the persons named in who executed the foregoing instrument 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.

R.O. Garber  
Notary Public in and for said County.