

## Madison County, Iowa

Book 74

in the County of Yolo, the day and year in this certificate first above written.

J.E.Sackett Jr.,  
Notary Public in and for the County of Yolo,  
State of California.

Bridget Slater )  
to Mtg.  
Isabelle Foust &  
Margaret J. Lamb )

Filed for record the 7th day of September A.D. 1922 at 9.40  
o'clock A.M.

Nettie E. Winship, Recorder  
Fee \$.90 # 1725 ✓

KNOW ALL MEN BY THESE PRESENTS: THAT Bridget Slater and L.D. Slater, wife and husband of Polk county and state of Iowa in consideration of the sum of Twenty-six hundred thirty seven & 60/100 DOLLARS in hand paid by Isabelle Faust and Margaret J. Lamb do hereby SELL and CONVEY unto the said Isabelle Foust and Margaret J. Lamb the following described premises, situated in the county of Madison and state of Iowa to-wit:

The north half of the southeast quarter of Section one (1) Township seventy five (75) North, of Range twenty six (26), West 5th P.M. of Iowa, except the right of way of the Greatwestern Railway Company through said eighty, containing seventy four acres more or less.

This mortgage is given to secure a part of the purchase price of the above described lands And I hereby covenant with the said Isabelle Faust and Margaret J. Lamb that I hold said premises by title in fee simple; that they are free and clear of all liens and encumbrances whatsoever.

And the said ---- hereby relinquishes right of dower in and to the above described premises; PROVIDED, always, and these presents are upon the express condition, that if the said Bridget Slater-- heirs, executors or administrators, shall pay or cause to be paid to the said Isabelle Faust and Margaret J. Lamb the sum of

four hundred Dollars, on the 1st day of July, 1923

four hundred Dollars, on the 1st day of July, 1924

four hundred Dollars, on the 1st day of July, 1925

four hundred Dollars, on the 1st day of July, 1926

four hundred Dollars, on the 1st day of July, 1927

six hundred thirty seven & 60/100-- on July 1st, 1928

with interest at 5 per cent per annum, payable annually, according to the tenor and effect of six promissory notes of the said Bridget Slater payable to Isabelle Faust and Margaret J. Lamb, bearing even date herewith then these presents to be void, otherwise to remain in full force.

And the said mortgagors hereby expressly agree: (1) Neither to commit or permit waste on

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## Mortgage Record, No. 74,

FIJAR & CHAMBERS, DAVENPORT, IOWA.

said premises. (2) To pay, before delinquent, all taxes and assessments accruing on said land. (3) To pay statutory attorney's fee in case of the commencement of suit for the foreclosure of this mortgage, and expense of abstract of title as cost of suit. (4) That in case of failure to pay any of said taxes or assessments, then the said Isabelle Faust and Margaret J. Lamb may pay the same, and the sum so paid, together with interest at the rate of eight per cent, per annum, shall be repaid by the mortgagors, and the amount with said attorney's fees and expense of abstract, shall be secured by this mortgage; and the said mortgagors hereby further agree that if default be made in payment of any interest, or principal, or taxes or assessments, or in keeping or performing any of the covenants or agreements herein, then after such default has continued thirty days, the legal holder of said note may, at his election, treat the notes and moneys advanced as due and collectible, but such election if made, shall be manifested by the commencement of an action to foreclose this mortgage, and not otherwise, and it is further expressly agreed between the parties, hereto, that in the event of the commencement of an action to foreclose this mortgage, then the court having jurisdiction of the case shall, at the request of the party of the second part, or assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, at all times, after the commencement of the action and during the period allowed by law for redemption of the same, and shall be liable to account only for the net profits thereof. The net profits arising from the renting or cultivating of the lands included in this mortgage shall, under order of court be applied to the payment of any part of the debt secured hereby, which may remain unpaid after the sale under execution of the lands above described, and same shall be held under order of court until such sale has been had. (5) That so long as said mortgage shall remain unpaid, said first party shall keep the buildings, fences, improvements and betterments now on said premises, or that may be hereafter erected thereon, in good repair and condition.

It is further understood and agreed that if default is made in the payment of any installment of interest on the note secured hereby, or on any of the other agreements herein contained, then the principal of said note and all unpaid interest thereon shall bear interest at eight per cent from date of such default.

Signed this 30th day of August A.D., 1922.

Bridget Slater  
L.D. Slater.

STATE OF IOWA Polk County SS: On this 30th day of August, A.D. 1922, before the undersigned R.E. Farrand a Notary Public in and for said county and state personally appeared Bridget Slater and L.D. Slater wife and husband to me personally known to be the identical persons whose names are affixed to the foregoing instrument as Grantors and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and seal, the day and year last above written.

R.E. Farrand,  
Notary Public Polk County, Iowa.

