

Mortgage Record, No. 74,

expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and date last above written.

F.C. Smith
Notary Public

My commission expires January 31, 1924.

J.N. Drake & wife) Mtg.
to
State Bank of Vinton)

Filed for record the 12th day of September A.D. 1922 at
9.48 o'clock A.M.

Nettie E. Winship, Recorder
Fee \$.80 # 1760

IN CONSIDERATION OF Seven hundred fifty DOLLARS, -- J.N. Drake & Annie L. Drake husband & Wife of Benton County, and State of Iowa do hereby sell and convey unto State Bank of Vinton of Vinton in the County of Benton and State of Iowa the following described premises in the County of Madison and State of Iowa, to-wit:

The South East Quarter ($\frac{1}{4}$) South East Quarter ($\frac{1}{4}$) Section 18 and the Northeast Quarter ($\frac{1}{4}$) North East quarter ($\frac{1}{4}$) Section 19 all in Township 76 Range 29 except one acre for school.

And we do hereby represent to, and covenant with the said State Bank of Vinton its heirs and assigns, that we --lawfully seized of said premises; that the same are free from incumbrance; except this mortgage and that we will warrant and defend the same against the lawful claims and demands of all persons. And we and each of us, do relinquish all our contingent rights in and to said premises, including the right of dower, to said grantee.

To be void upon condition that we the said J.N. Drake pay, or cause to be paid to the order of the said State Bank of Vinton, Vinton, Iowa, the sum of Seven hundred & Fifty Dollars, according to the tenor of one promissory notes therefor, dated Sept 11, 1922, 191 payable at State Bank of Vinton, Iowa with $6\frac{1}{2}$ per cent interest on each of said note- from date until paid, payable annually.

Privilege is given to pay any amount at any time.

And it is hereby stipulated that should any of said interest not be paid when due, it shall bear interest at the rate of 7 per cent, per annum from the time the same becomes due, and this mortgage shall stand as security for the same.

The said J.N. Drake mortgagor, shall pay all taxes and assessments levied upon said real estate before the same become delinquent, and in case not so paid, the holder hereof shall have the right, at his option, to declare the whole sum of money herein secured due and collectible at once, or he may pay such taxes and assessments, and be entitled to interest at the rate of -- per cent per annum, and this mortgage shall stand as security for said taxes and interest so paid. The said mortgagor shall keep all buildings, and other improvements in good repair and keep the said buildings, constantly insured for the benefit of the mortgagee, in some good, reliable insurance company, to be approved by the mortgagee, during the time in which this mortgage shall remain unpaid. Failing so to do, the mortgagee may insure the same, and this mortgage shall stand ^{as security} for the premium so paid and 7 per cent interest thereon. And it is further stipulated and agreed that in the event of failure to pay any of said money, with principal or interest, within 30 days after the same becomes due, or a failure to perform or comply with any of the foregoing conditions or agreements, shall cause the whole sum of money herein secured to become due and collectible at once, at the option of the holder, and this mortgage may thereupon be foreclosed immediately for the whole of said money interest and costs. And it is further agreed that if a suit hereon is commenced, the statutory attorney fee shall be paid to the holder hereof. And in the event of a foreclosure hereof, a statutory attorney fee shall be by the court taxed, and also all abstract fees incurred in procuring and continuing abstracts of title, for the purpose of such foreclosure, and this mortgage shall stand as security therefor, and the same shall be included in the decree of foreclosure

Madison County, Iowa

Book 74

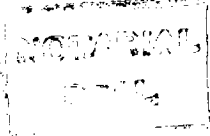
and be made by the Sheriff, with the other money, interest and costs.

Signed this 11th day of September, A.D. 1922.

J.N. Drake
Anna L. Drake

State of Iowa, Benton County SS: On this 11" day of Sept, A.D. 1922, before me, a Notary Public in and for said County, personally came the above named J.N. Drake and Anna L. Drake to me personally known to be the identical persons whose names are affixed to the above mortgage as grantors, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand Notarial Seal the day and year last above written.



Hugh Mossman
Notary Public in and for Benton County, Iowa.

J.M. Owen and wife)