

Madison County, Iowa

Book 74

F.W.Martens & wife)
to Mtg.Filed for record the 23rd day of October A.D.1922 at
10.20 o'clock A.M.Nettie E.Winship,Recorder
Fee \$1.00 # 1970

State Life Ins Co)

KNOW ALL MEN BY THESE PRESENTS: That I, F.W.Martens, and Anna Martens (Husband and Wife) of the County of Madison and State of Iowa, first party, in consideration of the sum of Eighteen Thousand Dollars, in hand paid by STATE LIFE INSURANCE COMPANY OF IOWA, of Polk County, and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, his (or its) heirs, successors and assigns forever, the real estate situated in Madison County, Iowa, described as follows, to-wit:

The Northeast Quarter of the North East Quarter; the South Half of the North East Quarter; the South East Quarter of Section 11 and the West 20 acres of the South West Quarter of Section 12, except a School road on east and north side of the west 20 acres of the South West Quarter Sec.12, and on the east side of the East Half of the North East Quarter of Sec.11, all the above described land being in Township 77 North, Range 28 West of the 5th P.M. containing 300 acres more or less, together with all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, until the said second party, his (or its) heirs, successors and assigns forever.

The said first party WARRANTS the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the first party shall pay the second party, his (or its) heirs, successors or assigns, the sum of Eighteen Thousand Dollars on the 1st day of November A.D. 1922, (with the privilege of paying One Hundred (\$100.00) Dollars, or any multiple thereof, on any interest paying date, providing sixty days' notice in writing be given to said second party of intention to make such payment) with interest at the rate of 6 per centum per annum payable semi-annually according to the tenor and effect of the one Coupon Bond, or promissory note, and interest coupons thereto attached, of the said ^{first} party, bearing even date herewith, payable at Des Moines, Iowa Polk County 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 herein contained for said first party to keep and perform then, THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect.

The Covenants and Agreements to be kept and performed are as follows:

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies to be designated by the second party, for the benefit of said second party, in the sum of not less than-- DOLLARS; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintains said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor.

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect.

Should said first party 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,

Extraordinary Assignment of Annexed Mortgage see The Lincoln National Life Ins. Co. For Assignment of Annexed Mortgage see

Recordation of Annexed Mortgage see For Assignment of Annexed Mortgage see

For Release of annexed Mortgage see
Mortgage Record 86 Page 371

Lincoln Natl Life Ins Co. For Assignment of Annexed Mortgage see

Mortgage Record 83 Page 445

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at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said acts shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged 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 and profits derived from said premises, less the cost and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Dated October 11, 1922.

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

F.W. Martens
Anna Martens.

STATE OF IOWA, POLK COUNTY SS: BE IT REMEMBERED, That on the 11 day of October A.D. 1922, before the undersigned, a Notary Public in and for said County, personally appeared F.W. Martens and Anna Martens 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.

NOTARIAL
SEAL

B.M. Kirke
Notary Public in and for Polk County, Iowa.

on face of mortgage
For Release of Antecedent Mortgage see
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