

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

E.F. Hiscocks and wife)
to
S. Lincoln Rutt) Mtg.

Filed for record the 15th day of November A.D. 1922
at 9.09 o'clock A.M.

Nettie E. Winship, Recorder
Fee \$ 1.00 # 2090 ✓

KNOW ALL MEN BY THESE PRESENTS: That E.F. Hiscocks and Grace B. Hiscocks his wife of the County of Guthrie and State of Iowa, the mortgagors, in consideration of the sum of Six Thousand Dollars in hand paid, do hereby sell and convey unto S. Lincoln Rutt the mortgagee the following described premises, situated in the County of Madison State of Iowa, to-wit:

The Southwest Fractional Quarter of Section Eighteen (18) and the North Half of the Northwest Fractional Quarter of Section Nineteen (19) in Township Seventy Five (75) North, Range Twenty Nine (29) West of the 5th P.M. Iowa, Madison County.

(Subject only to a first mortgage of \$16,000.00 in favor of the American Commercial and Savings Bank of Davenport, Iowa.

\$1,000.00 of same being due Apr 1st, 1925 and bal of \$15,000.00 due Apr 1st, 1928 drawing 6% interest payable annually on the 1st day of Apr) and which the mortgagors declare belongs to them under legal title.

The intention being to convey ^{hereby} an absolute title in fee simple, including all the rights of homestead, TO HAVE AND TO HOLD the premises above described, with all the appurtenances there-to belonging, together with all the rents, issues, profits and increase of said premises, to the said S. Lincoln Rutt and to his successors or assigns forever.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said E.F. Hiscocks and Grace B. Hiscocks their heirs, successors, grantees, administrators, or assigns shall pay or cause to be paid, to the said S. Lincoln Rutt his successors or assigns, the sum of Six Thousand Dollars, (\$6,000.00) on the 23 day of Oct, A.D. 1925, at the Abram Rutt National Bank Casey, Ia with interest thereon at the rate of eight per cent per annum, until maturity, and eight per cent, thereafter until the same is fully paid, according to the tenor and effect of the bond and interest notes of the said E.F. Hiscocks and Grace B. Hiscocks bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment of the said interest or any part thereof when same becomes due, or in case of the non-payment of any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent, or on a failure to keep the buildings on said premises insured in some fire insurance company, which policy or policies shall be issued through the agency of the --. or its representatives, in the sum of \$2000.00, loss payable to the mortgagee, or a failure to pay any interest on any prior incumbrances when same becomes due, or the principal of any prior incumbrance when same becomes due, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable, and this mortgage may at the option of the mortgagee or his assigns become due and payable and foreclosed at once without notice of his election so to do.

It is further agreed by the mortgagors that in case of the renewal or extension of the note or bond secured hereby, this mortgage shall remain in force and stand as security for any such renewal or extension, and for any legal rate of interest stipulated in such renewal

This Mortgage being made in full, I hereby release and do charge no sum of money. 5th day of Nov. 1922. Witnessed by Olive Harrison Crawford, Recorder.

E. E. McCall.
For Assignment of unrecorded Mortgage 73 Page 296

J. Francis Fisher
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and this mortgage may be foreclosed or enforced for such renewal or extension or extension, note, and interest thereon the same as if said note was now described in said mortgage.

It is further agreed by the mortgagors, that any and all amounts paid by the mortgagee, or his assigns, for taxes, redemption from tax sale, insurance, and in the event of foreclosure for abstract of title for commencement of foreclosure proceedings, with interest at 8 per cent, per annum thereon from the several dates of payment, shall be and are hereby included in the amount secured by this mortgage and may be included in the foreclosure sale as a part of the debt secured hereby.

And it is further agreed that in case of the non-payment of either principal interest, or taxes at the time the same becomes due, or in case the mortgagors shall allow the said premises to diminish in value through any act or omission on his part, then in case of the occurrence of either of said events, the same shall be considered as conclusive evidence that the property has become insufficient to pay said indebtedness, and the court in which proceedings are brought for the foreclosure of this mortgage may without any further showing on the part of the mortgagee, appoint a receiver to take charge of said premises, and collect the rents, issues and profits arising therefrom, apply the same to the payment of the indebtedness secured thereby.

It is further agreed by the mortgagor, that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fees and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear of all liens, incumbrances, taxes or assessments and agrees to pay all taxes or assessment that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid as aforesaid.

And the said Grace B. Hiscocks hereby relinquishes her right of dower and all rights of any kind whatever in and to the above described premises.

Dated this 11th day of November, A.D. 1922.

E.F. Hiscocks
Grace B. Hiscocks.

State of Iowa Guthrie County SS: On this 25 day of October A.D. 1922 before me the undersigned, a Notary Public in and for said County, personally came E.F. Hiscocks and Grace B. Hiscocks his wife, personally known to me to be the identical person named in and who executed the foregoing instrument and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at Casey, Iowa, on the date last above written.

S.T. Lawler, Notary Public
In and for Guthrie County, Iowa