

Madison County, Iowa

Book 74

Mary E. Lyddon)
 to)
 Iowa State Bank of Dexter) Mortgage.

Filed for Record the 9th day of December A.D. 1922
 at 10.22 o'clock A.M.

Nettie E. Winship Recorder,
 # 2203 Fee \$.80

KNOW ALL MEN BY THESE PRESENTS; That Mary E. Lyddon, (Single) of the County of Dallas and State of Iowa, party of the first part, in consideration of Forty Two Hundred Eighteen & 24/100 DOLLARS the receipt whereof is hereby acknowledged in hand paid by The Iowa State Bank of Dexter, of the County of Dallas and State of Iowa, party of second part, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part their assigns forever the following described real estate, lying and being situated in the County of Madison and State of Iowa to-wit: The undivided Eleven Twenty Seventh (Und. 11/27) Of the following described real estate, to-wit: -The South Half (S $\frac{1}{2}$) of the North West Quarter (N.W. $\frac{1}{4}$); and the South west Quarter (S.W. $\frac{1}{4}$), All in Section Thirty Two (32), Township Seventy Seven (77) North Range Twenty Nine (29) West of the Fifth P.M. in Madison County, Iowa.

Except a mortgage covering the full amount of the 27/27 of the above farm in the sum of \$16,000.00 recorded in Mortgage record 74 Page 81 of the records of Madison County, Iowa And about \$300.00 Remaining of the \$4000.00 recorded in Mortgage Record 71, Page 512 of the Records of Madison County, Iowa. TO HAVE AND TO HOLD the premises above described with all the appurtenances thereunto belonging unto the said second party and to its assigns forever. The said party of the first part hereby covenants that the above described premises are free from any incumbrances except as above stated and that I will WARRANT and DEFEND the title unto the said party of the second part its heirs, and assigns, against all persons whomsoever lawfully claiming the same: Provided always, and these present are upon this express condition, that if the said Mary E. Lyddon her heirs, executors, administrators, or assigns shall pay the said Iowa State Bank, its heirs, executors administrators, or assigns the sum of Forty Two Hundred Eighteen and 24/100 Dollars on the 7th day of December 1923 with interest thereon payable annually at the rate of 8 per cent per annum according to the tenor and effect of the one promissory note of said Mary E. Lyddon payable to the "Iowa State Bank" or order, and bearing date Dec, 7, 1922 then these presents to be void, otherwise to remain in full force. The grantors herein further agrees to keep the buildings on said foregoing described premises insured against fire and lightning and windstorms tornadoes and cyclones to the amount of Five Thousand Dollars in some company satisfactory to the grantee herein his executors, administrators, or assigns and payable in case of loss to such grantee, his executors, administrators or assigns, as his or their interest may appear; the grantors also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof, shall become delinquent, in default of the grantors to provide such insurance or to pay such taxes or assessments, when due then the grantee herein, his executors, administrators or assigns may procure such insurance, or may pay such taxes or assessments or either, and shall receive 8 per cent interest payable semi-annually, on all such payments from the date thereof and this mortgage shall stand as security for all such payments for insurance, taxes, assessments or interest thereon,

Mortgage Record, No. 74,

as above, and all unpaid interest hereunder; or upon any such default of the grantors ^{herein} to provide such insurance, pay such taxes or assessments or any interest thereon, or of the principal or any part thereof, or either. when due the grantee, his executors, administrators, or assigns may declare the whole sum hereunder remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney. All unpaid interest shall bear 8 per cent interest per annum, payable semi-annually from the time when due. 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 fees and receiver's costs and expenses, and may discharge the usual duties of receiver.

And said Mary E. Lyddon hereby relinquishes all her right of dower in the foregoing described real estate, subject to the above reservations and conditions. Signed by the party of the first part this 7 day of December 1922.

Mary E. Lyddon

State of Iowa Dallas County, SS. On this 7th day of December A.D. 1922, before me Howard Calfee a Notary Public in and for said County, personally appeared Mary E. Lyddon to me known to be the identical person named in and who executed the foregoing instrument, and whose name affixed thereto as grantor and acknowledged that she executed the same as her voluntary act and deed. MADE under my hand and Seal of office the day and year last above written.

NOTARIAL
SEAL

Howard Calfee
Notary Public in and for said County.