

Madison County, Iowa

Book 74

Charles S. Crawford and wife)
to Sec. Mortgage.
George M. VanEvera)

Filed for Record at 1.30 o'clock P.M. on the 11th
day of December A.D: 1922 ~~and x d n i y x x~~

Nettie E. Winship Recorder
#2214 Fee \$.80 ✓

FOR THE CONSIDERATION OF Seven Thousand (\$7000) Dollars, Charles S. Crawford and Ida M.----
Crawford husband and wife of Madison County, State of Iowa, first party, hereby convey to
GEORGE M. VAN EVERA, of Des Moines, Iowa, second party, the following real estate situated in
Madison County, Iowa described as follows, to-wit: The Southeast Quarter of the Northwest
Quarter, and the Southwest Quarter of the Southeast Quarter, and the east 14 acres of the
Southeast Quarter of the of the Southwest Quarter, and all that part of the East Half of the
Southwest

For Release of attached Mortgage see
Mortgage Record Page 523

Mortgage Record, No. 74,

FIDLER & CHAMBERS, DAVENPORT, IOWA.

Quarter lying north of the public highway (containing 42.63 acres), all in Section Twenty-one (21) Also the Northwest Quarter of the Northeast Quarter of Section Twenty-eight (28), The above described land all being in Township Seventy-six (76) North, Range Twenty-six (26) West Fifth P.M., containing in all 176.63 acres more or less, according to Government survey, The said first party hereby WARRANT the title against all persons whomsoever. To be void upon condition that first party pay said second party, his heirs, administrators or assigns, the sum of Seven Thousand (\$7000) Dollars, according to the condition of certain promissory note of the said first party bearing even date herewith, made and delivered unto said second party, payable as follows: Note No 1 for Seven Thousand dollars due January 1st 1928 With interest as specified in the note. Principal and interest are payable at office of Geo. M. Van Evera, in Des Moines, Iowa. This mortgage is junior to the unpaid balance of a mortgage of \$14500.00 dated January 31, 1920, executed by said first party to the Union Central Life Insurance Company, and a failure to pay interest or principal on the first mortgage when due will cause this mortgage to become due at once at the election of the said second party. It is expressly agreed that in case the second party shall pay any portion of the interest or principal of the first Mortgage on said premises, such payments shall become a part of the mortgage debt hereby secured and in the event of foreclosure hereof the same shall be included in decree the same as though the amount thereof had been specifically named in this Mortgage at the time of its execution. Said first party shall not suffer waste; shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, before delinquent; shall keep buildings thereon insured to the satisfaction of said second party for at least two-thirds of their value, delivering all policies and renewal receipts to second party; and shall pay, in case of suit, all reasonable attorneys' fees and expenses of continuation of abstract, and all expenses and attorneys' fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage. A Failure to comply with any ^{one} of the agreements hereof causes the whole debt at once to become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage, and said second party or assigns may take immediate possession of said land and account for the net profits only Said taking possession shall in no way retard collection or foreclosure. All money paid by said second party or assigns for insurance or taxes shall bear interest at the rate of eight per cent per annum, payable annually, and be a lien on said land under this mortgage. Upon payment of all sums secured hereby, the mortgagor shall be entitled to an instrument of release hereof, but shall record same at his own expense. Dated this 6th day of December A.D. 1922.

Charles S. Crawford
Ida M. Crawford

Witness:
Harry F. Anderson

State of Iowa, County of Madison -- On this 11th day of December A.D. 1922 before the undersigned, a Notary Public in and for said County, personally appeared Charles S. Crawford and Ida M. Crawford husband and wife to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors, and acknowledged said instrument and the execution thereof to be their voluntary act and deed. WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

W.F. Craig
Notary Public Madison County, Iowa.