

Mortgage Record, No. 74,

FIDLER & CHAMBERS, DAVENPORT, IOWA.

Clara B. Heinly and Husband) Filed for record the 16th day of December A.D. 1922  
 and S.M. Holmes ) Mortgage. at 10.06 o'clock A.M. Nettie E. Winship Recorder  
 to #2249 Fee \$1.30  
 Jesse F. Stevenson & Company)

REAL ESTATE MORTGAGE, THIS INDENTURE, made this 11th day of December Nineteen hundred and twenty two, by and between Clara B. Heinly and husband, Earl C. Heinly, and S.M. Holmes, single, hereinafter designated the Mortgagors, and JESSE F. STEVENSON AND COMPANY, a corporation created and existing under the laws of the State of Iowa, of Des Moines, Iowa, hereinafter designated the Mortgagee, WITNESSETH: That the said Mortgagors, in consideration of the sum of Forty ---- Thousand Dollars paid by the Mortgagee, the receipt of which is hereby acknowledged, has granted and sold, and does by these presents, grant, bargain, sell, convey and confirm unto the said Mortgagee, its successors and assigns forever, the following described premises situated in Madison County, Iowa, to-wit: East one half (E $\frac{1}{2}$ ) of Section twenty three (23) (except one acre in a square form in the northeast corner thereof, for school house site) and the East one half (E $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section twenty three (23); Township seventy seven (77) North, Range twenty nine (29), West of the Fifth (5th) Principal Meridian. The said Mortgagors hereby warrant the title to said described real estate against the lawful claims of all persons whomsoever, and hereby release and relinquish all right of dower and every contingent right in and to said premises, and hereby relinquish and convey all right of homestead therein PROVIDED ALWAYS, and these presents are upon this express condition, that if the said Clara B. Heinly and husband Earl C. Heinly, and S.M. Holmes or their heirs, executors, legal representatives, or grantees shall pay to said Mortgagee, its successors, or assigns, the principal sum of ~~Forty~~ FORTY THOUSAND Dollars as evidenced by their promissory note, for \$40,000, of even date herewith, due January 1, 1928, with interest thereon, payable semi-annually, at the rate of five per cent, per annum, according to the tenor and effect of said promissory note, with coupons attached, signed by Clara B. Heinly and husband, Earl C. Heinly, and S.M. Holmes payable to the order of JESSE F. STEVENSON & COMPANY, at its offices in Des Moines, Iowa, and bearing even date with these presents, and with interest at the rate of eight per cent, per annum after maturity; If said Mortgagor shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise to be in full force. Said Mortgagor hereby pledge all the rents, issues, profits and income of the mortgaged premises to the payment of the debt secured hereby, Said Mortgagor shall pay all taxes and special assessments of every kind upon said mortgaged premises to whomsoever laid or assessed, including personal taxes, as the same become due; and, should any reduction be made in the assessment or taxes on said land by reason of this mortgage, and payment thereof required of the Mortgagee, or assigns, then said Morgagor shall pay the taxes on this mortgage and the debt hereby secured before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of Mortgagee in a sum not less than Three thousand five hundred Dollars, delivering all policies and renewal receipts to said Mortgagee; and, in case the taxes are not <sup>so</sup> paid, or the insurance so kept in force by said Mortgagor, the Mortgagee shall have the right to pay the taxes and to keep the property insured and may recover the amount so expended, and this mortgage shall stand as security therefor; and said Mortgagor shall pay in case of suit,

Extension  
 For Release of Annexed Mortgage See  
 Mortgage Record 99 Page 215  
 Mortgage Record 102 Page 370

Extension  
 For Assignment of Annexed Mortgage see  
 Mortgage Record 83 Page 442  
 594  
 81  
 Central Life Assurance Society of N.Y.

## Madison County, Iowa

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a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said Mortgagee, or assigns, by reason of litigation with third parties to protect the lien of this mortgage. A failure to comply with any <sup>one</sup> of the agreements hereof, including warranty of title, or in case any statement herein shall prove to be untrue, causes the whole debt secured hereby to at once become due and collectible, if the Mortgagee or assigns so elects, but <sup>no demands</sup> for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previously to commencing of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage, and said Mortgagee or assigns may take possession of said mortgaged premises and account only for the net profits. Said taking possession shall in no event retard collection or foreclosure, A receiver of the mortgaged property shall be appointed on the application of said Mortgagee, or assigns, at any time after default of the Mortgagor as to any of the provisions hereof, either independently or in connection with foreclosure, and, if in connection with such foreclosure, may be appointed at the commencement of the suit, or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property All money paid by said Mortgagee or assigns for insurance, taxes, abstract, or to protect the lien of this mortgage, shall bear interest at the rate of eight per cent per annum, payable semi-annually and be a lien on said land under this mortgage. IN WITNESS WHEREOF, this instrument is signed the day and year first above written.

The Presence of  
Raymond W. Crossman

Clara B. Heinly  
Earl C. Heinly  
S.M. Holmes

State of Nebraska County of Douglas )SS. On this 12th day of December, A.D. 1922, before the undersigned, a Notary Public in and for said County, personally appeared Clara B. Heinly and husband, Earl C. Heinly, 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.

Raymond M. Crossman  
Notary Public in and for Douglas County, Nebraska

State of Iowa County of Polk)SS: On this 13th day of December A.D. 1922, before the undersigned a Notary Public in and for said County, personally appeared S.M. Holmes to me known to be the identical person whose name is affixed to the foregoing mortgage as grantor and acknowledged said instrument and the execution thereof to be his voluntary act and deed. WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

Nellie F. Buckley  
Notary Public in and for Polk County, Iowa.