

Mortgage Record, No. 74,

POLAR & CHAMBERS, DAVENPORT, IOWA.

Notary Public, Story County,
Iowa.W.L. Lyddon and wife)
to Mortgage.
Exchange State Bank)Filed for record this 29th, day of December A.D. 1922
at 10.30 o'clock A.M.Nettie E. Winship Recorder,
#2323 Fee \$1.00 ✓

THIS INDENTURE, made and executed this 23 day of December Nineteen Hundred and Twenty Two, by and between Walter Levorsier Lyddon and Lula May Lyddon his wife of the County of Guthrie and State of Iowa, parties of the first part, and Exchange State Bank-Stuart Ia. of the County of Guthrie and State of Iowa party of the second part, WITNESSETH; That the said parties of the first part, for and in consideration of the sum of Five Hundred Fifty # Dollars paid by said second party, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said second party their heirs and assigns, forever, the following described real estate, situated in Madison County, Iowa, to-wit: Our undivided Two--Twenty Sevenths Interest in and to the South half of the North West quarter and the South West quarter of Section Thirty Two, Twp, Seventy Seven, North Range Twenty Nine, West 5-P.M. Iowa (these premises being subject to a first lien of \$16000.00 and one undivided portion to a second Lien of \$937 .17 to which this lien is junior) The said first parties represents and covenants that They have good right to sell and convey said premises; that they are free from incumbrance except as above and that they will WARRANT AND DEFEND the same against the first lawful claims of all persons whomsoever. And the said parties hereby release and convey all rights of dower and homestead in said premises, This instrument is made, executed and delivered upon the following conditions, to-wit: FIRST. Said Walter Levorsier Lyddon and wife promised to pay said Exchange State Bank Stuart Iowa or order Five hundred Fifty #--Dollars with interest thereon from Dec, 23, 1922, until paid, at the rate of 8 per cent payable quarterly on or before the 29 day of December 1924 in each year, according to the terms of his promissory note and interest coupons attached. SECOND. Said first parties further agree that interest due and unpaid shall draw interest at 8 per cent and that all taxes and assessments, either general or special, levied upon said premises shall be paid before delinquent, as also any personal tax which may become a lien on said premises; and not so paid the holder of this mortgage may declare the whole amount herein secured due, or he may, if he so elect, pay said taxes and assessments, and shall be entitled to interest at 8 per cent thereon, for all of which this mortgage shall stand as security THIRD. Said first parties further agrees to keep said premises in as good repair as they now are or may be placed at any future time. FOURTH. Said first parties agrees that in the event of failure to pay either interest or principal within thirty days after due, or to perform or comply with any of the conditions or agreements herein, that the whole sum secured hereby may become due and collectible at once at the election of the holder hereof, which election may be manifested by the beginning of suit hereon, and not other wise, FIFTH. In the event of the beginning of a suit to foreclose this mortgage, or to enforce any of its terms, a reasonable attorney's fee and all expenses, including abstract of title, or continuation thereof, shall be taxed by the court and included in the judgment and in the decree, if on foreclosure, And in the event of such default the holder of this mortgage is hereby authorized and empowered, if he so elect, to take immediate possession of said premises, by attorney or agent, and to rent

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the same, and he shall be held liable to account to the mortgagors only for the net profits thereof; and said right of possession and to rent shall continue until the right of redemption has expired and sheriff's deed made upon the sale or foreclosure, unless the full amount, with costs and expenses, is paid before. All the foregoing conditions, covenants and agreements being fully performed, this conveyance to be void, otherwise to be of full force and effect.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

Walter Levorsier Lyddon
Lula May Lyddon

State of Iowa, Guthrie County, SS; BE IT REMEMBERED, That on this 23 day of December A.D. 1922, before the undersigned, a Notary Public in and for said County and State, personally appeared Walter Levordier Lyddon and Lula May Lyddon his Wife to me personally known to be the identical persons whose names affixed to the foregoing mortgage as mortgagor and acknowledged the execution of the same to be their voluntary act and deed. WITNESS my hand and seal the day and year above written.

E.A. Cullen
Notary Public in and for Guthrie County, Iowa.

