

## Mortgage Record, No. 74,

Joseph J. Smith & wife)  
to Mtg.  
Davenport Savings Bank)

Filed for record the 17<sup>th</sup> day of February A.D. 1922  
at 11.32 o'clock A.M.

Nettie E. Winship, Recorder  
Winifred Whedon, Deputy  
Fee \$1.10 # 270 ✓

THIS INDENTURE, Made and executed this 1st day of February A.D. 1922, by and between Joseph J. Smith and Mable Smith ( husband and wife) of the County of Madison and State of Iowa, of the first part, and The Davenport Savings Bank, Scott County, Iowa, a body corporate, of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of twelve hundred and no/100 Dollars, in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted and sold and do by these presents Grant, Bargain, Sell, convey, and Confirm, unto the said second party, its successors and assigns forever, the following described real estate, situated in Madison County, in the State of Iowa, to-wit:

Commencing at the southeast corner of the northeast quarter of the northeast quarter of section number twenty-one, thence north 49 rods, thence west 49 rods, thence south 49 rods, thence east 49 rods to place of beginning; also commencing at the southwest corner of the northwest quarter of the northwest quarter of section number twenty-two (22), thence east 140 rods, thence north 22 7/8 rods, thence west 140 rods, thence south 22 7/8 rods to place of beginning; also commencing at the northeast corner of section number twenty-one (21) thence west 40 rods, thence south 20 rods, thence west 12 4/5 rods, thence southwest along Middle river 67 rods and 5 links, thence east 29 4/5 rods, thence north 49 rods, thence east 49 rods, thence north 31 1/2 rods to place of beginning; all in township number seventy-five (75) north, range number twenty-eight (28) west of the 5th P.M. Iowa, with all appurtenances thereto belonging, together with the rents, issues, and profits thereof. All Right of Homestead, contingent interest known as Dower, and other right of every description, had, owned, or in expectancy by any of said grantors, are hereby released and conveyed. TO HAVE AND TO HOLD the same unto the said second party, its successors and assigns, forever.

The said Joseph J. Smith and Mable Smith ( husband and wife) represent to and covenant with second party that they have full right, power and authority to sell and convey said premises, that they are free from every encumbrance, and that they will warrant and defend the title thereto against all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the following express conditions, that if the said Joseph J. Smith and Mable Smith ( husband and wife) shall pay to The Davenport Savings Bank, or its successors or assigns, as said Bank, in Davenport, Iowa, the sum of twelve hundred & no/100 Dollars, on the 1st day of February, 1927 with interest thereon from this date until due at the rate of six & one half (6 1/2%) per cent per annum payable semi-annually, at said Bank on the 1st day of February and the 1st day of August in each year, and with eight (8) per cent per annum interest on all payments in arrear, according to the one promissory note of the said Joseph J. Smith and Mable Smith ( husband and wife) dated even date herewith, and shall pay all taxes and assessments levied upon said mortgaged premises, before the same

For Release of annexed Mortgage see  
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Extended of annexed Mortgage see  
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For Assignment of annexed Mortgage see  
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shall become delinquent, and shall keep and maintain said premises and the buildings and improvements thereon, in as good repair substantially, as they now are, and shall keep said buildings insured during the existence of this mortgage, in at least the sum of -- Dollars, in such insurance companies as shall be approved by second party, and shall deliver the insurance policies and renewal receipts to the second party, as further security for the payment of the sums herein mentioned, the avails thereof, in the event of loss, to be received by said second party at its option, and applied toward the payment of the amount secured by this mortgage, then these presents to be void, otherwise to be and remain in full force and virtue

And it is expressly agreed and understood by the parties hereto, and made a part of this mortgage, that in the event of the non-payment of said promissory notes, or any of them, at maturity, or the interest on any of said notes within thirty days after due, or the failure of the said first parties to keep and perform any of the agreements, stipulations, covenants or conditions herein mentioned and set forth, the whole amount of principal and interest secured by this mortgage then unpaid shall, at the option of the said second party, become absolutely due and payable, and no demand for fulfillment of any broken condition or notice of election to consider the debt due and foreclose the mortgage, shall be necessary previous to commencing legal proceedings to collect the debt, or any part thereof, or to foreclose this mortgage, and said second party may, if it so elect, pay any delinquent taxes, or procure such insurance, and any money so expended shall become a part of the principal secured by this mortgage, in addition to the notes above described, and shall draw eight per cent interest per annum, as is above agreed upon, and in case of the institution of legal proceedings, by foreclosure or otherwise, to collect said mortgage debt, or in case of the collection of the same, or any part thereof, by attorney, a reasonable attorney's fees, as provided by law, also the cost and expense of an abstract of the title necessary to bring foreclosure action, shall be allowed therefor, and added to said debt, and become a lien on said premises; and such fee and expense shall be taxed as part of the costs in any judgment or decree rendered in such proceedings. In case the title to the premises is attacked in any court, the parties of the first part hereby authorize The Davenport Savings Bank to employ attorneys and to contest the claim and protect the title and reasonable attorney's fees shall be allowed therefor, and added to said debt and become a lien on said premises, and such fee and expense so incurred shall become a part of the principal secured by this mortgage, in addition to the notes above described, and shall draw eight per cent interest per annum as is above agreed upon.

It is also further expressly agreed and understood, that in case of default in any respect, so that this mortgage shall become due, the rents and profits of said real estate and its appurtenances are hereby pledged to the payment of the interest, taxes, insurance, cost of abstract, expense of defending title, and principal secured under this mortgage; and the said party of the second part may, if it so elect, not only collect and apply them in this manner, but it shall also be, and is hereby authorized to take immediate possession of said property, and to rent the same, and shall be liable to account to the first party only for the net profits thereof. Taking possession by this mortgage, as herein provided shall in no manner prevent or retard the collection of the mortgage debt, or any part thereof, by foreclosure or otherwise; and if second party elect to foreclose, and if under subsequent execution at the Sheriff's sale, said property do not sell for enough to satisfy the judgment, then second party shall be and is authorized to take, hold, and continue such possession until the judgment is fully paid, or the time for redemption has expired; and in such event second party shall be liable to account to first party only for the net profits thereof; or, it may, in the foreclosure proceeding demand the appointment of a Receiver for said property for the purpose of conserving the rents and profits thereof to be held and disposed of under order of the Court

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FIDLAR &amp; CHAMBERS, DAVENPORT, IOWA.

In Witness Whereof, The said parties of the first part have hereunto<sup>set</sup> their hands and seals the day and year first above writtan.

Joseph J. Smith (LS)

Mable Smith (LS)

State of Iowa, Madison County SS: Be It Remembered, That on the 1st day of February A.D. 1922, before the undersigned, a Notary Public in and for said County, personally appeared Joseph J. Smith and Mable Smith ( husband and wife) to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as grantors, and acknowledged the execution of the same to be their voluntary act and deed.

E.C. Hamilton  
Notary Public In and for Madison County, Iowa.