

Madison County, Iowa

Book 74

Otto A. Lage
Notary Public in and for Scott County, Iowa.

Samuel H. Trout & wife)
to
Guthrie County Nat'l Bank)

Second
Mtg.

Filed for record the 21st day of February A.D.
1922 at 9.35 o'clock A.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.80 # 289

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel H. Trout and Cora M. Trout, husband and wife, of the county of Guthrie and State of Iowa, party of the first part in consideration of Six Hundred Forty Six and no/100 Dollars in hand paid by The Guthrie County National Bank of the county of Guthrie and State of Iowa party of the second part, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part his heirs and assigns forever the following described real estate, lying and being situated in the County of Madison and State of Iowa, to-wit:

The South East Quarter of Section Seven (7), Township Seventy-six (76), Range Twenty-nine (29), west of the 5th P.M. Iowa, subject to incumbrances as follows, to-wit: First Mortgage for \$12,900.00

To Have and To Hold the premises above described, with all the appurtenances thereunto belonging unto the said second party and to his heirs and 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 we will Warrant and Defend the title unto the said party of the second part his heirs and assigns, against all persons whomsoever lawfully claiming the same, excepting above incumbrances. Provided, always, and these presents are upon this express condition, that if the said mortgagor, heirs, executors, administrators, or assigns shall pay the said mortgagee, his heirs, executors, administrators, or assigns the sum of Six Hundred Forty Six and no/100 Dollars, on the 17th day of Feb. 1923.

with interest thereon payable annually at the rate of eight per cent per annum according to the tenor and effect of the one promissory note of the said mortgagor payable to said mortgagee or order and bearing even date herewith then these presents to be void, otherwise to remain in full force.

The grantors also further agree to pay all taxes and assessment levied on said described premises when the same shall be due and before the same or any part thereof shall become delinquent, and to permit said mortgages above described to become defaulted or breached or delinquent in no respect. In default of the grantors to pay such taxes or assessments when due, then the grantee herein, his executors, administrators or assigns may pay such taxes or assessments or either, and shall receive 8 per cent interest payable semi-annually, on all such

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FIDLAR & CHAMBERS, DAVENPORT, IOWA.

payments from the date thereof and this mortgage shall stand as security for all such payments, for taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon such default of the grantors, herein to pay such taxes or assessments, or any interest or principle when due, or upon any interest or principle becoming due and unpaid upon any of the above described mortgages, or upon any of said mortgages becoming in any way due and payable, 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, and cost or expense of an abstract of title for said premises that shall be allowed and taxed as costs in event of foreclosure hereof, or other equitable or legal action hereunder.

1. If grantors fail to pay any taxes or assessments levied on said premises before the same or any part thereof become delinquent, or permit any prior encumbrance or any part thereof, including interest thereon, to remain unpaid after maturity, or violates any of the terms or covenants thereof, or of this mortgage, or if, any attachment or execution is levied upon the above described premises, or if any installment of interest on this mortgage remains unpaid after the same becomes due the grantee or mortgagee herein may take immediate possession of said premises, and collect the rents and profits thereof until the debt secured thereby is fully paid; or any court of record may appoint a receiver for said premises on the application of said grantee or mortgagee, or said grantee or mortgagee may at once foreclose this mortgage.

And said Cora M. Trout hereby relinquishes her right of dower in the foregoing described real estate, subject to the above reservations and conditions.

Signed by the party of the first this 17th day of February A.D. 1922.

Samuel H. Trout
Cora M. Trout

State of Iowa, Guthrie County SS: On this 17th day of February A.D. 1922, before me a Notary Public in and for said County, personally appeared Samuel H. Trout and Cora M. Trout Husband and wife to me personally known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto and acknowledged the execution of the same to be their voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

J.W. Morris
Notary Public in and for said County.

