

Mortgage Record, No. 74,

E.M.Carpenter)
to
F.C.Stiffler, Referee)

Mtg.

Filed for record the 3rd day of March A.D.1922 at 11.58
o'clock A.M.

Nettie E.Winship, Recorder
Fee \$.90 # 441 ✓

KNOW ALL MEN BY THESE PRESENTS: That E.M.Carpenter of Warren County and state of Iowa, in consideration in the sum of Five hundred forty Dollars in hand paid by F.C.Stiffler Sole Referee of Warren County and State of Iowa, do hereby Sell and Convey unto the said F.C.Stiffler Sole Referee the following described premises, situated in the county of Madison and state of Iowa, to-wit:

Lot six (6) Block one (1) in Hartman and Youngs addition to St.Charles, Madison County, Iowa
Being a part of the purchase money on this property.

And I hereby covenant with the said F.C.Stiffler Sole Referee that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

And I covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever.

And the said-- hereby relinquish--h-- right of dower in and to the above described premises; Provided always, and these presents are upon this express condition, that if the said E.M.Carpenter heirs, executors, or administrators shall pay or cause to be paid to the said F.C.Stiffler Sole Referee executors, and administrators or assigns, the sum of Two Hundred seventy Dollars, on the 1st day of March 1923

Two hundred seventy Dollars, on the 1st day of March 1924, with interest at six per cent per annum, payable annually, according to the tenor and effect of 2 promissory notes, of the said E.M.Carpenter payable to F.C.Stiffler Sole Referee bearing date March 1st, 1922 then these presents to be void, otherwise to remain in full force.

With option to pay \$ the entire amount March 1st, 1923

And it is hereby agreed that if the said E.M.Carpenter allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if he fails to pay the interest on said notes promptly as the same becomes due, the notes secured hereby shall become due and payable in ten days thereafter and the Mortgagee-his heirs or assigns may proceed at once to foreclose this Mortgage. In case it becomes necessary to commence proceedings to foreclose the same, then the said E.M.Carpenter in addition to the amount of said debt, interest and cost, agrees to pay the mortgagee herein named, or to any

assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for

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collecting the same which fee shall be included in judgment in foreclosure case.

It Is Also agreed that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$600 and shall deliver the policies and renewal receipts therefor to said second party; and should said first party neglect to do so said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum, and this Mortgage shall stand as security therefor:

It Is Also further agreed that in case of default in any of the aforesaid agreements so that this Mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale, on execution, are hereby pledged to the payment of the moneys secured by this Mortgage, and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action therefor, with or without the foreclosure of this Mortgage, said receiver to have the usual powers to take and hold such rents and profits for the benefit of the plaintiff and subject to the order of the court,

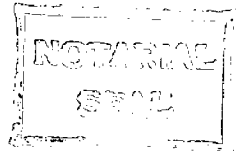
Signed and delivered this 1st day of March 1922

E.M. Carpenter

Executed in the presence of---

State of Iowa, Warren County SS: On this 1st day of March A.D. 1922, before me a Notary Public in and for said County personally came E.M. Carpenter to me personally known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged execution of the same to be his voluntary act and deed.

Witness my hand and Official seal on the date last above written.



Melbourne A. Pierce & wife)

H.F. Stiffler
Notary Public

the 1st day of March A.D. 1922 at

Melbourne A. Pierce