

Mortgage Record, No. 74,

his voluntary act and deed.

Witness my hand and notarial seal the date last above written.

A.L.Stout  
Notary Public Madison County, Iowa.

Ira D.Hammond and his wife  
Effie Hammond  
to  
The Citizens National Bank  
of Winterset,

Mtg.

Filed for record the 16th day of March A.D.1922  
at 2.26 o'clock P.M.

Nettie E.Winship,Recorder  
Fee \$.90 # 632.✓

KNOW ALL MEN BY THESE PRESENTS: That Ira D.Hammond and his wife Effie Hammond of Madison County, and State of Iowa in consideration of the sum of Fifteen hundred Dollars, and paid by The Citizens National Bank of Winterset of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said The Citizens National Bank of Winterset, the following described premises situated in the County of Madison and State of Iowa to-wit: Lot Three (3) in Block Two (2) of West Addition to the original plat of Winterset, Iowa.

And we hereby covenant with the said The Citizens National Bank of Winterset, that we hold the said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Effie Hammond hereby relinquish her right of dower in and to the above described premises;

PROVIDED, always and these presents are upon this express condition, that if the said Ira D.Hammond --heirs, executors or administrators shall pay or cause to be paid to the said The Citizens National Bank of Winterset executors and administrators or assigns, the sum of Fifteen hundred Dollars, on the First day of August 1922,

with interest thereon according to the tenor and effect of the one promissory note of the said Ira D.Hammond payable to The Citizens National Bank of Winterset bearing even date with then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Ira D.Hammond shall pay all taxes and assessments levied on said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Ira D.Hammond shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$6000.00, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said Ira D.Hammond fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from Ira D.Hammond with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

Executed in my presence by *Ira D. Hammond* and *Effie Hammond* of said *The Citizens National Bank of Winterset* a corporation.  
County Recorder by *Nettie E. Winship*

## Madison County, Iowa

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It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Ira D. Hammond 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 fail to pay the interest of said note promptly as the same becomes due, the note secured hereby shall become due and payable in Thirty days thereafter; and the mortgagee his heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Ira D. Hammond in addition to the amount of said debt, interest and costs, agrees to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 15th day of March, 1922.

Ira D. Hammond  
Effie Hammond

State of Iowa, Madison County SS: On this 15th day of March A.D., 1922, before me personally appeared Ira D. Hammond and his wife Effie Hammond, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

ORIGINAL