

Madison County, Iowa

Book 74

~~This instrument is void in the event action is brought to foreclose this mortgage the~~

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

Perrie Cutshall)
Ida L. Cutshall) Mtg.
to
Clarence Dunn)

Filed for record the 16th day of March A.D. 1922 at 3.12 o'clock
P.M.

Nettie E. Winship, Recorder
Fee \$1.50 # 639 ✓

THIS INDENTURE, Made and Executed the Fifteenth day of March A.D. Nineteen Hundred and Twenty-two by and between PERRIE CUTSHALL and IDA L. CUTSHALL (Husband and wife) of the County of Madison and State of Iowa, party of the first part, and Clarence Dunn of Van Meter, Iowa, party of the second party, Witnesseth, that the said party of the first part, for, and in consideration of the sum of Five Thousand # (\$5,000.00) Dollars, paid by the said party of the second part, the receipt of which is hereby acknowledged, has Granted and Sold, and does by these presents Grant, Bargain, Sell Convey and Confirm unto the said party of the second part, their heirs and assigns Forever, the certain tract of parcel of Real Estate situated in the County of Madison and State of Iowa, described as follows, to-wit:

The South-east Quarter of the South-west Quarter of Section Two (2), and
The North-east Quarter of the North-west Quarter and the South One-Half
of the North-west Quarter and the East One-half of the South-west Quarter
of Section Eleven (11),

All in Township Seventy-seven (77) North, of Range Twenty-seven (27), West of
the Fifth Principal Meridian, Madison County, Iowa.

TO HAVE AND TO HOLD, the premises above described, with all the appurtenances thereto belonging, unto the said second party and their heirs and assigns forever. The said Perrie Cutshall and Ida L. Cutshall represent to and covenant with the party of the second part, that they have good right to sell and convey said premises that they are free from incumbrance and that they will warrant and defend said premises against the lawful claim of all persons whomsoever, and the said Ida L. Cutshall hereby releases all her right of dower, and every contingent right, in and to said premises, and said parties of the first part relinquish and convey all right, of homestead in said premises.

THIS INSTRUMENT is made, executed and delivered upon the following express conditions:

FIRST. That said Perrie Cutshall and Ida L. Cutshall shall pay said Clarence Dunn or order

FIVE THOUSAND DOLLARS (\$5,000.00) ON THE FIRST DAY OF MARCH, A.D. NINETEEN HUNDRED

TWENTY THREE (1923)

with interest on all of said money from this date until paid, at the rate of 6½ per cent. per annum

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payable annually, on the First day of March in each year, according to the tenor and effect of the One promissory note of said Perrie Cutshall and Ida L. Cutshall dated March 15th, 1922, payable at VAN METER STATE BANK VAN METER IOWA, and it is stipulated in said note and in this mortgage, that should any of said interest not be paid when due, it shall bear interest at the rate of eight per cent per annum from the time the same becomes due, and this mortgage shall stand as security for the same.

SECOND. That said Perrie Cutshall and Ida L. Cutshall shall pay all taxes and assessments levied upon said Real Estate before the same become delinquent and shall deliver the receipts therefor to said second party and in case not so paid, the holder of this mortgage shall have the right to declare the whole sum of money herein secured due and collectible at once, or they 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.

THIRD. That so long as this mortgage shall remain unpaid, the said first party shall keep the buildings thereon insured in some responsible Company or Companies which shall ^{be} satisfactory to the party of the second part for the use and security of said second party, in the sum of not less than --- Dollars, and shall deliver the policies and renewal receipts therefor to said second party; and if the first party fails to effect such insurance in manner as agreed, then the second party may effect such insurance, and the amount paid for such purposes by the second party shall be recovered from the first party, with eight per cent. per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

FOURTH. The said party of the first part shall keep all buildings, fences, and other improvements on said Real Estate, in as good repair and condition as the same are at this date.

FIFTH. It is further stipulated and agreed that a failure to pay any of said money, either principal or interest, or any money paid by said second party for taxes, insurance, or rents within thirty days after the same becomes delinquent, or a failure to perform or comply with any of the foregoing conditions, and agreements, shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs.

SIXTH. And it is further expressly agreed, that in the event of failure to pay such sums of money, or any part thereof, or 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 part only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent and retard the collection of said sums by foreclosure or otherwise.

SEVENTH. And it is further agreed, that in the event of the commencement of an action for the foreclosure of this mortgage upon any default being made, that a reasonable attorney's fee shall become due from the first party to the second party, and shall be paid in the event of a settlement before a decree of foreclosure shall be obtained; and in case a foreclosure is instituted the mortgagor further agrees to pay for an abstract of title which expense shall also be taxed as part of the costs in the case; and if a decree of foreclosure shall be entered, then a reasonable attorney's fee, besides foregoing retainer, shall be taxed as part of the costs in the case; and if a decree of foreclosure shall be entered, then

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a reasonable attorney's fee, besides foregoing retainer, shall be taxed by the Court and this mortgage shall stand as security therefor, and the same shall be included in said decree, and shall be made by the Sheriff on general or special execution, with the other money, interest, and costs; and should said second party become involved in other litigation by reason hereof, all the costs, charges and expenses thereof, including a reasonable amount for attorney's fees shall be paid by the first party and taxed by the Court and collected as aforesaid.

EIGHTH, The said first party hereby expressly agrees to comply with and perform the foregoing condition and agreements and upon compliance therewith these presents shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Perrie Cutshall (L.S.)
Ida L. Cutshall (L.S.)

State of Iowa, Dallas County SS: Be It Remembered, That on this 15th day of March A.D. 1922 before the undersigned, a Notary Public in and for said County, personally appeared Perrie Cutshall and Ida L. Cutshall (Husband and wife) to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as grantor and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal by me affixed, the day and year last above written.



A.M. Compton
Notary Public in and for Dallas County, Iowa.