

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at St.

Joseph, Missouri on the day and date last above written.

Bart M. Lockwood,
Notary Public, My Commission expires August, 18th,
1923.

T.N. Lyons et al)
to
Citizens Savings Bank)
New Virginia, Iowa)

Mtg.

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

Nettie E. Winship, Recorder
Fee \$..90 #683.

THIS INDENTURE, Made and executed this 15th day of March 1922, by and between T.N. Lyons and Ella Lyons, Husband and wife of Clarke County, Iowa, of the first part, and Citizens Savings Bank New Virginia, Iowa of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of FIVE HUNDRED (\$500.00) 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, Sell Convey and Confirm unto the said second part their successors and assigns forever, the the following described real estate situated in Madison County, Iowa, to-wit:

All our right, title and interest in or to the South West Quarter $\frac{1}{4}$ of the North East East Quarter $\frac{1}{4}$ of Section Twenty eight (28) Township Seventy Four (74) North Range Twenty Six (26) West 5th P.M.

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 release and conveyed.

TO HAVE AND TO HOLD the same unto the said second party, it successors and assigns forever.

The said T.N. Lyons and Ella Lyons his wife represents 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 incumbrance and the they will warrant and defend the title thereto

For Release of annexed mortgage
Mortgage Record 73 Page 45

Madison County, Iowa

BOOK 74

against all persons whomsöever.

PROVIDED ALWAYS, and these presents are upon the following express conditions, that if the said T.N. Lyons and Ella Lyons shall pay to the said Citizens Savings Bank, New Virginia Iowa, their heirs or assigns, the sum of Five Hundred (\$500.00) Dollars, on the 15th day of March, 1923, with interest thereon from this date until due at the rate of eight (8) per cent (8 per cent) per annum, payable annually, and with eight (8) per cent per annum interest on all payments in arrear, according to the promissory note of the said T.N. Lyons and Ella Lyons ^{even date} herewith and shall pay all taxes and assessments levied upon said mortgaged premises, before the same shall become delinquent, and shall keep and maintain said premises and the buildings and improvements thereon, in as good repair substantially, as they are now, and shall keep said buildings insured during the existence of this mortgage, in at least the sum of -- Dollars, in such and such insurance companies as shall be approved by second party, and the second party, as further security for the payment of the sums herein mentioned, the avails thereof, in 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 note, at maturity, or the interest on said note within thirty days after due, or the failure of the said first parties to keep and perform any of the agreements, stipulation, 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 part 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 make such insurance, and any moneys so expended shall become a part of the principal secured by this mortgage in addition to the note 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 the collection of the same, or any part thereof by attorney, a reasonable attorney's fee as provided by law, also the cost and expense of an abstract of the title necessary to bring foreclosure action, shall be allowed therefore, 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.

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, 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 treat the same, and shall be liable to account to the first party only for the net profits thereof. Taking possession by the mortgagee as herein provided shall in no manner prevent or retard the collection of the mortgage debt, or any part thereof, by foreclosing or otherwise; and if second party elect to foreclose, and if under subsequent execution at the Sheriff's Sale, said property does 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.

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

T.N.Lyons (LS)
Ella Lyons (LS)

State of Iowa Warren County SS: BE IT REMEMBERED, That on the 15th day of March A.D. 1922 before the undersigned Frank C. Stiffler a Notary Public in and for said county, personally appeared T.N. Lyons and Ella Lyons his wife to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as grantors and acknowledged the same to be their voluntary act and deed

Frank C. Stiffler
Notary Public in and for Warren County, Iowa

