

## Mortgage Record, No. 74,

FIDLER &amp; CHAMBERS, DAVENPORT, IOWA.

in and for Boone County, Missouri.

Alice Bishop )  
to Mtg.  
J.F. Johnston )

Filed for record the 24th day of March A.D. 1922 at 2 o'clock  
P.M.

Nettie E. Winship, Recorder  
Fee \$1.00 # 726 ✓

THIS MORTGAGE, Made the 28 day of February 1922, by and between Alice J. Bishop, a widow, of Madison County, and State of Iowa, hereinafter called the mortgagors and J.F. Johnston hereinafter called mortgagee.

WITNESSETH: That that mortgagor, in consideration of the sum of Six Thousand Three Hundred (\$6300.00) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns forever, the following tracts of land in the county of Madison State of Iowa, to-wit: The SE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 22; also a tract 9 rods wide off the S. side of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 22; also the W $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 22; also a tract described as follows: Commencing at the SE corner of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 22 running thence north 60 rods, thence W 40 rods, thence S. 60 rods, thence East 40 rods to the place of beginning; also the E $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  of the said Sec. 22, except a strip 10 rods in width off the S. side thereof; also all that part of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of the said Sec. 22 lying W. of the right of way of the Chicago Great Western Railway, except that part included in a strip 10 rods wide off the S. side of the said 40 acre tract; also all that part of a tract described as follows: Commencing at a point 12 rods N. of the SE corner of the SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 15, running thence N. 48 rods, thence W 80 rods, thence South to a point 17-1/19 rods North of the SW corner of the SW $\frac{1}{4}$  of said Sec. 15 thence E. 13-1/3 rods, thence S. 5-1/9 thence E 66-2/3 rods to the place of beginning, which lies E of the main channel of Clanton Creek as it flows through said tract and S of the public highway as now laid out and platted in a N.W.ly and S.E.ly direction across said tract; also a tract described as follows: commencing at the SW corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Sec. 15 running thence N. about 50 rods to the center of the public highway (known as the old state road), thence E or S.E.ly along the center of the highway to the E line of said 40 acre tract, thence S about 20 rods to the SE corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of said section, thence W 80 rods to the place of beginning containing 14.04 acres; also a tract described as follows; commencing at the SE corner of the SW $\frac{1}{4}$  SW $\frac{1}{4}$  of said Sec. 15 running thence N. 12 rods, thence W to the center of the main channel of Clanton Creek, thence S along the center of Clanton Creek to the S. line of the last described 40 acre tract,

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thence E along the said line to the place of beginning, said tract containing about 1 acre; also the E $\frac{1}{2}$  of Block 8, and lots 23, 24, 25, 26, 27, 28, 29, 30 and the S $\frac{1}{2}$  of Lot 31 in Block 8; also lots 13 and 14 Block 9 and W $\frac{1}{2}$  of Block 9 all in the town of Hanley formerly known and patented as West St. Charles, Madison County, Iowa; All the above described land being in Township Seventy Five (75) North Range Twenty Six (26) West of the 5th P.M. Ia. containing in all 140 acres more or less, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interest known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of Six Thousand three hundred (\$6300.00) Dollars, on the 28 day of February A.D. 1927, with interest at the rate of 6 per cent per annum, payable semi-annually, according to the tenor and effect of the certain promissory note of the said Alice J. Bishop bearing even date herewith: principal and interest payable at the office of J.F. Johnston's Bank,

Second; That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds their value and deliver to the mortgagee the policies and renewal receipts.

Third; The mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagors fail either to pay such taxes or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby as also for taxes and insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured, to the same extent, as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of such payments.

Fourth A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part including the payment of interest when due, shall at the mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby authorized to take immediate possession of said property, and to rent the same and shall be held liable to account of the to mortgagors only for the net profits thereof, and such possession for such purpose shall continue to the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.

Fifth, And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written,

Alice J. Bishop

State of Iowa, Madison County SS: On the 28 day of February A.D. 1922, before the undersigned, a Notary Public in and for said County, came Alice J. Bishop to me personally known to be the identical person whose name is subscribed to the foregoing mortgage as maker; thereof, and acknowledged the execution of the same to be her voluntary act and deed.

WITNESS my hand and Official Seal, the day and year last above written.

C.C. Williams

Notary Public in and for Madison County, Iowa.