

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

N.L.Hansen & wife)
to
Otto T.Brehmer) Mtg.

Filed for record the 16 day of January A.D.1922 at 10.15 o'clock A.M.

Nettie E.Winship,Recorder
Winifred Whedon,Deputy
Fee \$.90 # 82

KNOW ALL MEN BY THESE PRESENTS:That We,N.L.Hansen,and Cynthia Hansen,husband and wife, of Cass County,State of Iowa,parties of the first part,in consideration of Three thousand five hundred Dollars,in hand paid by Otto T.Brehmer of Cass County,State of Iowa,party of the second part,do hereby grant,bargain,sell and convey unto said Otto T.Brehmer party of the second part,the following described real estate situated in the County of Madison in the State of Iowa,to-wit:

The North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section No.Seven (Sec,7) and the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section No.Eight (Sec.8) in Township Seventy-four (Twp 74) North,Range Twenty-six (26) West of the Fifth (5th) P.M.in Iowa. Subject only to a First Mortgage of \$14000.00 to Leo Stevens Des Moines,Iowa,due June 1st,1926,with interest at 6 $\frac{1}{2}$ % per annum.

together with all the buildings thereon,and all rights,interests and appurtenances thereunto belonging,including the right of dower and courtesy,and all homestead rights;and said parties of the first part hereby covenant with the said party of the second part that they are lawfully seized of said premises; that they are free from all liens and incumbrances and they hereby covenant to warrant and defend the title thereto against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS,and these presents are upon the express condition: That if the said parties of the first part shall pay or cause to be paid to the said party of the second part, his heirs or assigns their one promissory note dated January 9th,--- and described as follows,to-wit:

One for Thirty-five hundred Dollars,payable January 9th,1925,together with interest thereon as provided in said note and all other indebtedness that may be now or hereafter owing by the said parties of the first part,or either of them to the said party of the second part,either upon open account,promissory notes,or overdrafts together with interest thereon as may be provided in said notes or by law and upon payment of any new note or notes that may be made in renewal of the note above described and upon the performance by the said parties of the first part of all of the conditions herein contained then these presents shall be null and void,otherwise to remain in full force and effect.

The said parties of the first part hereby expressly covenant and agree:

1. Neither to commit nor permit waste upon said premises.
- 2.To pay the taxes and assessments on said premises before delinquency,
- 3.To procure and deliver to said party of the second part a paid up policy of insurance and renewals thereof on the buildings on said premises during the existence of this mortgage in a responsible insurance company in the sum of a reasonable amount payable to the said mortgagee as his interest may appear.
4. In the event of the foreclosure of this mortgage to pay a reasonable attorney's fee,the cost of extending abstracts,and all costs.
5. In case of failure to pay the taxes and assessments,or to procure said insurance the said party of the second part may pay such taxes and procure such insurance and the sum so paid with interest at the rate of eight per cent per annum shall be re-paid by the said parties of the first part and the amount so paid shall be secured by this mortgage.

And the said parties of the first part do hereby pledge the rents,issues and profits of the said real property for the payment of the said principal sum,interest,attorney's fees and costs and authorize,agree and consent that in case of any default in the payments

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above provided for, or breach of any of the conditions herein contained and upon the filing of a bill or petition for the foreclosure of this mortgage the court in which said suit shall be instituted or any judge thereof shall at the commencement of said action, or at any stage during the pendency of progress of said case on application of the plaintiff and without notice to the party of the first part appoint a receiver to take possession of the said property and to collect and receive the rents and profits thereof and to apply the same to the payment of said debt, interest, attorney's fees, costs and taxes and to make necessary repairs; and this stipulation for the appointment of a receiver shall apply and be in force whether said property or any part thereof is used as a homestead or not and without proof of any other grounds for the appointment of a receiver than the default in any of the conditions contained herein.

This stipulation and all the stipulations herein contained are made binding on said parties of the first part, their heirs, administrators, executors, grantees, lessees, tenants and assigns and in case of the renting or leasing of said premises while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein to apply on said debt as aforesaid and no payment made to any one other than said mortgagee or his assigns shall constitute a payment or discharge of said rentals and the said parties of the first part further agree that if default be made in the payment of said principal debt, or the interest thereon or in the payment of any tax or assessment or in procuring or keeping up said insurance, or in keeping and performing any one of the covenants and agreements herein contained, that then after such default has continued ten days the holder of this mortgage may treat the entire sum secured hereby as due and an action may be commenced for the foreclosure of this mortgage.

In witness whereof the parties of the first part have hereunto set their hands on this 9th day of January, 1922.

W.L. Hansen
Cynthia Hansen

State of Iowa Cass County, SS: Be it remembered that on this 9th day of January A.D. 1922, before the undersigned a notary public in and for said county, personally appeared N.L. Hansen and Cynthia Hansen to me personally known to be the identical persons whose names they affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial seal.

Clyde Yount
Notary Public

