

Madison County, Iowa

Book 74

raised on said Real Estate and all rents and profits thereon

Notary Public in and for Dallas County, Iowa.

Clyde Hegarty, a single man)
to (Mortgage.
Lillian B. Clark)

Filed for record the 2nd day of April
A.D. 1925 at 10/25 o'clock A.M.

Olive M. Garrison

1071 Fee \$1.00 ✓

Recorder.

This Indenture, Made and executed the 31st day of March, A.D. 1925, by and between Clyde Hegarty, a single man, of the County of Cedar and State of Iowa, party of the first part, and Lillian B. Clark, of Clinton County, Iowa, party of the second part. WITNESSETH: That the said party of the first part, for and in consideration of the sum of Five Thousand (\$5000.00) Dollars paid by the said party of the second part, the receipt of which is hereby acknowledged has Granted and Sold and do by these presents Grant, Bargain, Sell, and Convey and Confirm unto the said party of the second part, her heirs and assigns, Forever, the certain tract or parcel of real estate, situated in the County of Madison and State of Iowa, described as follows, to-wit: The East half of the Northwest Quarter (E. 1/2 NW. 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4), all in Section Twenty-four (24), in Township Seventy-four (74), Range Twenty-six (26), West of the 5th Principal Meridian, (except the railroad right of way), containing one hundred twenty (120) acres, more or less.

To Have and To Hold the premises above described, with all the appurtenances thereunto belonging, unto the second party, and to her heirs and assigns forever. The said Clyde Hegarty represents to and covenants with the party of the second part, he has good right to sell and convey said premises; that they are free from incumbrances, and that he will warrant and defend said premises against the lawful claims of all persons whomsoever; and the said Clyde Hegarty hereby release all his right of dower in and to the said premises; and the said party of the first part relinquishes and conveys all right of homestead in said premises.

This Conveyance To Be Void on The Following Conditions: That said Clyde Hegarty shall pay said Lillian B. Clark, or order, the sum of Five Thousand (\$5000.00) on March 31, 1928.

For Release of amended Mortgage see
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(Mortgagor reserves right to pay \$100.00 or any multiple thereof on principal on any interest paying date by giving 30 days notice.) with interest on all the said money from this date until paid, at the rate of six (6) per cent per annum, payable annually according to the one promissory note of the said Clyde Hegarty of even date herewith; and it is stipulated in said note and in this mortgage, that should any of the said interest not be paid when due, it shall bear interest at the rate of six per cent per annum from the time the same becomes due and this mortgage shall stand as security for the same. That said Clyde Hegarty shall pay all taxes and assessments levied upon said real estate before the same become delinquent, 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 he may pay such taxes and 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 and interest so paid. That said Clyde Hegarty shall cause the buildings on said premises to be insured and during the existence of this mortgage keep insured, against loss by fire in some good company, to be selected by mortgagee, in the sum of not less than reasonable insurable value, loss, if any, to be payable to said second party, and shall deliver policies and renewal receipts to said second party; and upon failure to make insurance, or to deliver said policy or renewal receipts, to said second party may make such insurance, or treat his mortgage as due; and if he elects to make such insurance, he shall be entitled to interest on the amount paid therefor at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid, with interest as aforesaid. It is further stipulated and agreed, that a failure to pay any of the said money, either principal or interest, within 10 ___ after the same becomes due, or a failure to perform or comply with any of the foregoing conditions or 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. And it is further expressly agreed, that in the event of any failure to pay said sum of money, or any part thereof, or the interest thereon, when due and payable, said second party 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 said second party in the collection of said sums by foreclosure or otherwise. 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 statutory attorney's fees 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 if a decree of foreclosure shall be entered, then statutory attorney's fees shall be taxed by the Court and included in said decree. In Testimony Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Clyde Hegarty, (Seal)
(Seal)

State of Iowa, Cedar County, ss.

Be It Remembered, that on this 31st day of March, A.D. 1923, before the undersigned, a Notary Public, in and for said County, personally appeared Clyde Hegarty, to me personally known to be the identical person whose name is affixed to the foregoing mortgage deed as grantor and acknowledged the execution of said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written.

L. E. Casterline,
Notary Public in and for Cedar County, Iowa.



Filed for record the 5th day of April A.D. 1923, at
10/15 o'clock A.M.

W. M. Garrison