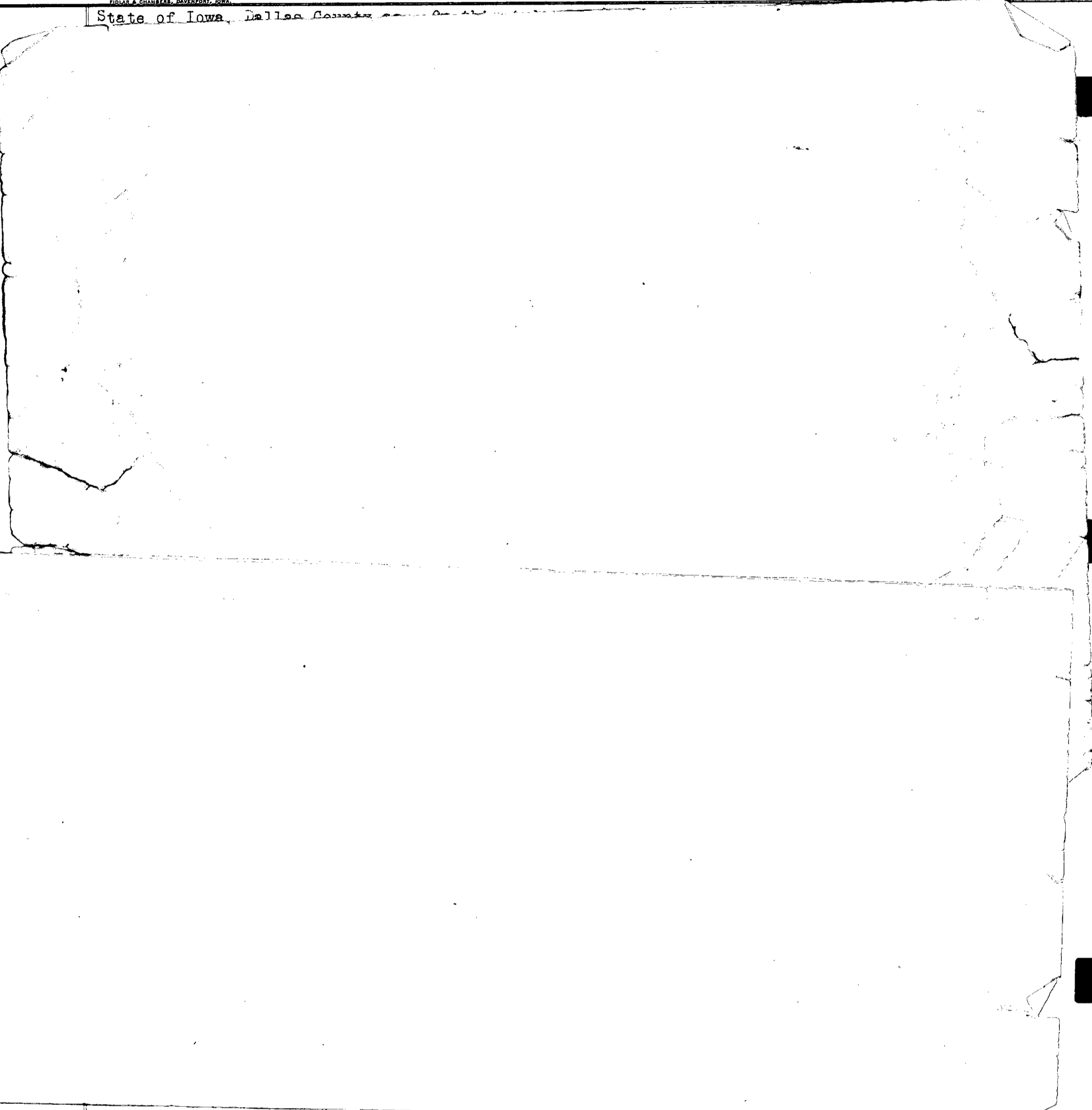


Mortgage Record, No. 74,

State of Iowa, Dallas County



Notary Public, Dallas County, Iowa

N.W. Oglesbee & wife  
to (Mortgage)  
Iowa National Fire Insurance Co

Filed for record the 7th day of April A.D.  
1923 at 5 o'clock P.M.

Fee \$.90 #1213  
Olive M. Garrison, Recorder.

This Deed, Made this 7th day of April, A.D. One Thousand Nine Hundred and Twenty Three,

WITNESSETH: That for the Consideration of Nineteen Thousand Dollars, We, N.W. Oglesbee and wife Rosella Oglesbee of Madison County, State of Iowa, hereby Sell and Convey unto the IOWA NATIONAL FIRE INSURANCE COMPANY, of Des Moines, Polk County, Iowa, all of the following described Real Estate, situated in Madison County, State of Iowa, to-wit: The South Thirty and one half acres of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  and the East half of the NE $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the North ten acres and one half acres of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , all in Section Twenty Three. And the South Twenty Nine and six tenths acres of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , and the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the West Thirty Two rods of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , except one acre in the North East corner thereof, All in Section Twenty Four. And the North Fifty Three and one third acres of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section Twenty Six. And the North Fifty Three and one third acres of the West half (W $\frac{1}{2}$ ) of the NW $\frac{1}{4}$  of Section Twenty Five (25), all in Township Seventy Five North, in Range Twenty Seven (27) West of the 5th P.M. Iowa. And we hereby Warrant

*Record of foreclosures of this mortgage  
of Madison County, Iowa, in the District Court  
of said County, Iowa, at Dallas County, Iowa  
3/27/23  
Olive M. Garrison, Recorder*

## Madison County, Iowa

Book 74

The title to said premises against all persons whomsoever, and waive all right of dower and homestead therein. This deed to be void, however, on condition, That, N.W.Oglesbee and Rosella Oglesbee shall pay, or cause to be paid, April 1st, 1928, after the date hereof, to Iowa National Fire Insurance Company, Nineteen Thousand Dollars with interest payable annually on 1st day of April of each year at the rate of 5½ per cent per annum, according to the tenor and effect of the Promissory Note of said N.W.Oglesbee and Rosella Oglesbee bearing even date with these presents. And if the interest is not paid promptly when due, it shall, at the holders option, become due immediately, or become a part of the principal, draw same rate of interest and be payable in the same manner as on the principal; and if it becomes necessary to bring suit for the collection hereof ---- agree to pay a reasonable sum as attorney's fee, to be included in the amount of judgment rendered in foreclosure hereof, and to become due immediately upon filing petition in foreclosure; and if mortgagor should fail to keep the buildings on the above premises fully insured, (the policy or policies to be immediately deposited with the mortgagee) in a company to be approved by the mortgagee, and for its use and benefit the said mortgagee may effect such insurance, and the expenses thereof, with interest at the above rate, and payable in the same manner as on the principal, shall become an additional lien on said premises, recoverable the same as the principal and interest. If taxes become delinquent, the mortgagee may pay them, and the amount, with interest at the above rate, and payable in the same manner as on the principal, shall be an additional lien on said premises. In the event of litigation concerning the above described real estate, to which the mortgagee is a party, they agree to pay all expense, including attorney's fees, incurred by the mortgagee as the result of such litigation, and any amount so paid by the mortgagee shall be added to the debt secured hereby, and bear the same rate of interest, payable in like manner as on the original debt hereby secured. If default shall be made in any of the payments herein provided for, either of the principal, interest, insurance, taxes, or costs, promptly as they mature, then the entire indebtedness secured by this mortgage shall at once become due and payable at the option of the mortgagee. And if suit is brought to foreclose this mortgage, they hereby authorize the court to appoint a Receiver, for the benefit of the mortgagee, of the rents, issues, and profits which are hereby pledged to the holder hereof to pay the indebtedness secured hereby. Mortgage otherwise to remain in full force and effect.

N.W.Oglesbee.  
Rosella Oglesbee.

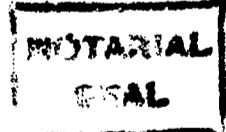
State of Iowa, Madison County, ss.

On this 7th day of April A.D. 1928, before me personally appeared N.W.Oglesbee and Rosella Oglesbee, (Husband and wife) to me known to be the persons named in and who executed the foregoing instrument, and they acknowledged that they executed the same as their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my Notarial Seal, this 7th day of April, A.D. 1928.

J.P.Steele.

Notary Public in and for Madison County, Iowa.



The Mutual Benefit )

Filed for record the 5th day of April A.D. 1928