

Mortgage Record, No. 74,

WIDMAR & CHAMBERS, DAVENPORT, IOWA
Wood & Co.

and gave last above written.

C.S. Jones, Notary Public.

NOTARIAL
SEAL

F.A. Schütz) Filed for record the 19th day of April A.D. 1923, at
to (Mtg. 10/30 o'clock A.M.
Des Moines Joint Stock Land Bank) # 1339 Fee \$1.20 ✓ Olive M. Garrison, Recorder.
This Instrument, Made this 14th day of April A.D. 1923, between F.A. Schütz, Single, of the

County of Madison and State of Iowa, Mortgagor and Des Moines Joint Stock Land Bank of Des
Moines, Iowa, Mortgagee. WITNESSETH; That the mortgagor in consideration of the sum of Five
Thousand & No/100 Dollars, in hand paid by mortgagee, the receipt whereof is hereby acknowledged,
does hereby grant, bargain, sell, convey and confirm to the mortgagee, the following de-
scribed real estate in the County of Madison and State of Iowa, to-wit:

The West Half of the Northwest Quarter of Section 20, Township 74 North, Range 29, West
5th P.M. TO HAVE AND TO HOLD THE SAME, with the appurtenances thereto belonging or in

and wise appertaining, including any right of homestead and every contingent right or estate
therein, unto the mortgagee forever; the intention being to convey an absolute title in fee
simple to said premises. And the mortgagor hereby covenants that he is lawfully seized of

said premises and has good right to convey the same; that said premises are free and clear of
all incumbrances; and that he will warrant and defend the same against the lawful claims of
all persons whatsoever. PROVIDED, HOWEVER, That if the mortgagor shall pay or cause to be

paid to mortgagee the principal sum of Five Thousand & No/100 Dollars with interest thereon
at the rate of Six per cent per annum, according to the tenor and effect of a certain promiss-
sory note of even date herewith, both principal and interest being payable on an amortization

plan in sixty-five equal semi-annual installments of One Hundred Seventy-five & No/100 Dollars
each, and one installment (the last to mature) of One Hundred Forty-five & 90/100 Dollars,
all due and payable as follows: One Hundred Seventy-five & No/100 Dollars on the first day

of October 1923, and a like sum of One Hundred Seventy-five & No/100 Dollars semi-annually
thereafter on the first day of April and October in each and every year to and including the
first day of October 1955, and the last installment of One Hundred Forty-five & No/100 Dollars
on the first day of April 1956, by which and when the entire principal and interest shall

Entered, May 6, 1923, in the District Court
of Madison County, Iowa, on page 62, record
H.K. of said Court.

Clerk District Court
4/17/23

Madison County, Iowa

BOOK 74

be fully paid, together with interest at the rate of eight per cent per annum on any installment which shall not have been paid when due, said note being executed by the mortgagor and payable to the order of the mortgagee at its office in Des Moines, Iowa, and shall perform all and singular the covenants herein contained; then the estate hereby granted shall cease and this mortgage become null and void, and be released at the expense of the mortgagor.

And the mortgagor does hereby covenant and agree to pay or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by mortgagee in maintaining the priority of this mortgage, or in foreclosing the same or any part thereof. And the mortgagor does further covenant and agree to pay all legal taxes and assessments levied under the laws of Iowa and of the United States on said premises before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the full insurable value in insurance companies acceptable to mortgagee and assign and deliver to it all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so the mortgagee may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon from the date of payment, at the rate of 8 per cent per annum shall be collectible with, as a part of and in the same manner as, the principal sum hereby secured. It is further agreed that the rents and profits of said real estate are hereby pledged as security for the payment of said debt; and that in case of foreclosure of this mortgage or for any cause, the holder of same shall be entitled to have a receiver appointed to take possession of said property pending foreclosure, sale and redemption, and to collect the rents of said real estate, and apply the same to the payment of said debt and interest and costs of suit. And whereas the mortgagor in making application for this loan has made certain representations to mortgagee as to the purpose or purposes for which the money loaned on this mortgage was borrowed, such representations are hereby specifically referred to and made a part of this mortgage. And the said mortgagor does further covenant and agree that in case of default in payment of said principal sum of money or of any amortization installment thereof, or of interest thereon, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, mortgagee may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon mortgagee shall be entitled to the immediate possession of said premises; and the appointment of a receiver, as above provided, and may proceed to foreclose this mortgage; and in case of foreclosure, such sum as may be lawful shall be allowed by the court for attorney's fee and all costs and expenses incurred by mortgagee, or its attorneys, and be included in the judgment or decree; or mortgagee may foreclose only as to the sums or any amortization installment matured and past due without injury to the security of this mortgage for payment of the balance due and remaining unpaid or the displacement or impairment of the lien thereof but preserving all and the same.

This mortgage is made to mortgagee as a Joint Stock Land Bank doing business under the "Federal Farm Loan Act" and the parties hereto agree to be in all respects subject to and governed by the terms and provisions of said Act. The words "mortgagor" and "mortgagee" as used herein include the plurals and also the successors in interest, such as heirs, executors, administrators, grantees, successors and assigns. IN WITNESS WHEREOF, The mortgagor has hereunto set his hand the day and year first above written.

No revenue stamps required on the note.

F.A.Schutz.

State of Iowa, County of Madison, ss. On this 18th day of April A.D. 1923, before me personally appeared F.A.Schutz, single, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL
SEAL

O.E.Beach,
Notary Public in and for said County.
My Commission expires July 4", 1924.