

Mortgage Record, No. 74,

Notary Public.

Corbin B. Rinard & Gladys Rinard) Filed for record the 23rd day of April A.D. 1923, at
 to (Mtg. 4/42 o'clock P.M.
 Central Trust Company) # 1386 Fee \$.90 ✓ Olive M. Garrison, Recorder.
 For the consideration of Three Thousand Dollars Corbin B. Rinard and Gladys Rinard, husband
 and wife, of Polk County, Iowa, first party, hereby convey to the Central Trust Company of
 Des Moines, of Polk County, Iowa, second party, the following real estate situated in Madison
 County, Iowa, described as follows, to-wit:

The West half ($W\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$)
 and all that part of the Southeast quarter ($SE\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) lying West of
 the Public Highway located and travelled through said forty acres and the North half ($N\frac{1}{2}$) of
 the Northeast quarter ($NE\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of
 the Southeast quarter ($SE\frac{1}{4}$) of Section Twenty-five (25), Township Seventy-seven (77) North,
 Range Twenty eight (28) West of the 5th P.M. Iowa, containing $91\frac{1}{2}$ acres more or less.

The said first party hereby warrants the title against all persons whomsoever. To be
 void upon condition that said Corbin B. Rinard and Gladys Rinard pay said second party or as-
 signs, Three Thousand Dollars on the first day of March, 1928, with interest thereon from
 March 1, 1923, at the rate of six per cent per annum, payable annually on the first days of
 March in each year, according to the tenor of one note with interest coupons attached, of
 even date herewith with interest thereon at the rate of eight per cent per annum after matur-
 ity, payable annually at the office of the Central Trust Company of Des Moines, at Des Moines
 Iowa.

If said first party shall keep and perform all the agreements of this mortgage,
 then these presents to be void, otherwise in full force. Said first party hereby pledges
 all rents, issues, profits and income of the mortgaged premises to the payment of the debt
 secured hereby. Said mortgagors further agree to pay all taxes and assessments that may be
 levied upon said premises or upon this mortgage and note or upon the holder thereof, before
 the same shall become delinquent. Upon violation of this agreement or the passage by the

For Release of any and all Mortgages
 Mortgage Record 78 Page 76

Madison County, Iowa

Book 74

State of any law imposing the payment of the whole or any portion of any of the taxes or assessments aforesaid upon the mortgagee, the debt hereby secured shall at the option of the mortgagee become immediately due and collectible; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than \$--delivering all policies and renewal receipts to said second party, and in case the taxes are not so paid or the insurance so kept in force by said first party, the second party shall have the right to pay the taxes and to keep the property insured and may recover the amounts so expended, and this mortgage shall stand security therefor, and said first party shall pay, in case of suit, a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage. A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and said second party or assigns may take possession of said land and account only for the net profits. Said taking possession shall in no way retard collection or foreclosure. A receiver of the mortgaged property shall be appointed on the application of the said second party or assigns at any time after default of the first party as to any of the provisions hereof, either independently or in connection with foreclosure, and if in connection with such foreclosure may be appointed at the commencement of the suit, or during its pendency, or after decree and sale, if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property. All money paid by said second party or assigns for insurance, taxes, abstract, or to protect the lien of this mortgage shall bear interest at the rate of eight per cent per annum, payable semi-annually, and be a lien on said land under this mortgage.

Dated this 23rd day of February, 1923.

Corbin B. Rinard.
Gladys Rinard.

State of Iowa, Dallas County

On this 12th day of April, 1923, before me personally appeared Corbin B. Rinard and Gladys Rinard, husband and wife, to me known to be the persons named in and who executed the foregoing mortgage and acknowledged that they executed the same as their voluntary act and deed.

L. Verne Russell.
Notary Public in and for said County.

Filed for record the 27th day of April A.D. 1923, at