

Mortgage Record, No. 74,

FIDLER & CHAMBERS, DAVENPORT, IOWA.

Filed for record the 24th day of April A.D. 1923 at

Witnessed by Melvin C. Knott, Recorder by Zelda Walker, Deputy.

Mabel Lillard & S.P. Lillard) Filed for record the 24th day of April A.D. 1923,
to (Mortgage. at 2/30 o'clock P.M.
Ralph Gibson) #1400 Fee \$1.30 Olive M. Garrison, Recorder.
This Indenture, made this tenth day of April, 1923, A.D. 191- between Mabel Lillard and S.B.

Lillard, husband and wife, of Madison County and State of Iowa of the first part, and Ralph Gibson of Madison County and State of Iowa of the second part. WITNESSETH: That the said parties of the first part, for the consideration of Five Hundred and no/100 (\$500.00) Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, the following described real estate, lying and being situated in the County of Madison and State of Iowa, to-wit:

The West Sixty (60) feet of Lots Six, Seven, Eight and Nine (6-7-8-9-) of Block Four, (4), in Barkers Second Addition to the Town of Macksburg, Iowa.

West of the Fifth Principal Meridian, containing ---acres according to the United States Survey. The intention being to convey hereby an absolute title in fee to said real estate, including any right of homestead and all other contingent interests in and to the above described premises. To have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the said second party and his heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from any incumbrance, and they will warrant and defend the title unto the said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claiming the same.

This grant is intended as security for the payment of one certain principal promissory note- and-----coupon interest installment notes attached thereto, all bearing even date herewith, executed by Mabel Lillard and S.P. Lillard, the said parties of the first part, to the party of the second part, all of said notes drawing interest at the rate of seven per cent per annum from date until paid, payable semi-annually at - - and more particularly described as follows, to-wit: Principal note (No---) for Five Hundred Dollars (\$500.00) due April 10,

1925, 191-, and coupon notes each for the sum of ----Dollars (\$----) and due respectively on ----of each of the years A.D. 191-, 191-, 191-, 191-, 191-, 191-, 19-- , 19-- , 19-- , 19--.

It is further agreed that if suit is commenced to foreclose this mortgage the holder hereof shall, upon the commencement of such proceedings, be entitled to immediate possession of said premises, and of rents and incomes therefrom, either through a receiver or otherwise, the net sum received through said receivership, or possession, to be applied upon the debt secured hereby. And the said parties of the first part hereby agree to pay all taxes that may be assessed upon said premises before they become delinquent; also to keep and maintain said premises in as good repair and condition as the same are at this date, and to keep said land and improvements thereon free from statutory and other liens of any kind, and also as further security for the payment of the sums herein mentioned, the said part-- of the first part hereby agree at their expense to keep all the buildings on said property, during the exist-

in full, I hereby release and discharge the same of record, this 25 day of June 1924

Mrs. Dora Cornelison
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ance of this mortgage insured to the amount of at least two-thirds (2/3) of their value

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against fire, lightning and windstorms, in responsible insurance companies such as shall be approved by said party of the second part, with policies made payable, in case of loss, to said party of the second part, and to deliver the policies to the mortgagee, and in default thereof the said party of the second part, may, at his option, pay any delinquent tax, statutory or other liens, or effect such insurance, and in case of loss of said premises, either by fire, lightning or windstorm, the said party of the second part---heirs or assigns, may demand, collect and receipt for from the insurance companies insuring the same, any money due upon said loss, whether insured as above or in any other manner, to the amount due or to become due under this mortgage and this mortgage shall be sufficient warrant and authority therefor, and the amount received from said insurance shall either be applied on the debt aforesaid or in rebuilding, as the holder of this mortgage shall elect, and in case it shall be necessary for the mortgagee or assigns to pay any taxes, statutory or other liens, or insurance on the aforesaid property, the part-- of the first part hereby agree to refund to-- all sums so expended, with interest at the rate of eight per cent per annum, and this mortgage shall be security for all sums so expended. Now, therefore, if the said part--- of the first part shall well and truly pay or cause to be paid the said notes including principal and interest thereof as aforesaid, at the times promptly as aforesaid, and shall perform the other things agreed herein to be performed by the part-- of the first part, then this indenture shall be null and void, else in full force and virtue. If the said part--- of the first part shall fail to pay any portion of the above mentioned sums, either principal or interest, promptly at the times they shall become due respectively as aforesaid, or shall neglect to pay all taxes assessed against said property before the same shall become delinquent, or shall neglect to keep the buildings on said property insured as herein specified, or shall fail to keep and perform any of the agreements, stipulations, covenants or conditions herein mentioned and set forth, then the whole sum, both principal and interest, shall at once become due and collectible, and the party of the second part---heirs or assigns, may proceed by foreclosure or any other lawful mode, to make the amount of said notes, together with all interest and costs, all insurance, statutory or other liens, taxes and assessments accrued and paid for by said party of the second part on said real estate, together with interest at the rate of eight per cent per annum on all insurance, liens, taxes and assessments so paid by the said party of the second part, together with a reasonable fee for plaintiff's attorneys out of aforesaid real estate. It is hereby expressly agreed and declared that the contract embodied in this mortgage, and the notes with coupons herein described are made and executed under, and shall in all respects be governed, construed and adjudged by the laws of the state of Iowa. And S.B.Lillard, husband of the said -----hereby relinquishes his right of dower in the real estate herein mentioned, subject to the above reservations and conditions.

In testimony whereof the said parties of the first part have hereunto set their hands and seal the day and year above written.

Mabel Lillard.
S.B.Lillard.

State of Iowa, County of Madison, ss.

On this tenth day of April 1923, 191- before me personally appeared S.P.Lillard and Mabel Lillard, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed.

NOTARIAL
SEAL

Rex M.Wilder,
Notary Public in and for said County.