

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

John M. Lyddon) Filed for record the 5th day of May, A.D. 1923, at 10/40
 to (Mortgage. o'clock A.M.
 Ona Cady) #1492 Fee \$90 Olive M. Garrison, Recorder.
 KNOW ALL MEN BY THESE PRESENTS: That John M. Lyddon, single, of Dallas County and State of Iowa, in consideration of the sum of Seven Hundred & no/100 Dollars, in hand paid by Ona Cady of Washington County and State of Iowa, do hereby sell and convey unto the said Ona Cady, the following described premises, situated in the County of Madison and State of Iowa, to-wit: My undivided interest in and to the following described real estate, to-wit: The Southwest Quarter (SW¹) and the South half of the Northwest Quarter (NW¹) of Section 32, Township 77 North, Range 29 West 5th P.M. in Madison County, Iowa, also all proceeds derived from the sale thereof, containing ----acres; together with all future rents, issue and profits of said premises. And I hereby covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except first mortgage to State Bank of Dexter.

The above sale and conveyance is, however, made upon the following express conditions; that if John M. Lyddon shall pay or cause to be paid, the sum of Seven Hundred & no/100 Dollars according to the tenor and effect of One certain promissory note described as follows: Seven Hundred & no/100 Dollars, due March 1, 1923. ---Dollars, due -----192-. Dollars, due---192-. Dollars, due----192-. Dollars, due-----192-. bearing even date herewith, payable to the order of said Ona Cady with interest thereon from date of said note at the rate of 7 per cent per annum, payable annually ---and any and all taxes levied and assessed upon said notes or to the owner or holder of same by reason thereof, then the above sale and conveyance shall be void, but otherwise it shall remain in full force and effect. And it is hereby agreed, that if the said mortgagors allow any taxes upon any part of said premises to become delinquent and remain unpaid, or allow any part thereof to be sold for taxes, or fail to insure the buildings on premises in a reliable stock company in an amount equal to two-thirds the value thereof, payable to mortgagee, or fail to pay any of the notes herein described or the interest due thereon as the same becomes due, or commit waste on said premises, or if any tax or assessment shall be made upon said loan or against the owner or holder thereof by reason of same, shall cause the entire principal sum hereby secured and all interest accrued thereon, at the option of the mortgagee or assigns, to become immediately due and payable and the mortgagee, her heirs or assigns, may, without demand or notice upon mortgagors or grantees, proceed at once to foreclose this mortgage. It is further agreed that for the protection of the lien created by this mortgage, the holder of the notes herein described, may pay off any lien or liens on said land, for taxes or otherwise, whether prior or subsequent, that may in any manner affect the title to said premises, and any taxes levied against the holder of said

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notes, for same and the money so paid shall immediately become due and payable and bear interest at eight per cent, and this mortgage shall stand security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a reasonable attorney's fee, which shall be included in the judgment in such foreclosure case. It is also agreed that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs or assigns, shall, before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, be entitled to the appointment of a receiver, who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, for the benefit of the said mortgagee, her heirs or assigns, and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee, shall exist regardless of the fact of the solvency or insolvency of the mortgagor, and regardless of the value of said mortgaged premises, or the waste, loss and destruction of the rents and profits of said mortgaged premises, during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense. Dated this 4th day of May, 1923.

John M. Lyddon.

State of Iowa, Dallas County, ss.

On this 4th day of May, A.D., 1923, before me, a Notary Public in and for said County, personally appeared John M. Lyddon, to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto and acknowledged that he executed the same as his voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

Geo. A. Crane,
Notary Public in and for said County.

**NOTARIAL
SEAL**