

Mortgage Record No. 75, Madison County, Iowa

KOCH BROTHERS, INC., DES MOINES, IOWA 50319

his heirs or assigns may proceed at once to foreclose this Mortgage. In case it be-

Notary Public in and for Madison Co., Iowa.

SEAL

Earl Leighty & wife) Filed for record the 18th day of June A.D. 1923,  
to (Mtg. at 10/23 o'clock A.M.  
Iowa State Bank of Dexter) #1750 Fee \$ 1.10 ✓ Olive M. Garrison, Recorder.  
Know All Men by these Presents: That Earl Leighty and Elizabeth Leighty, his wife, of  
the County of Dallas and State of Iowa, parties of the first part, in consideration of  
Seven Thousand and no/100 Dollars the receipt whereof is hereby acknowledged in hand  
paid by Iowa State Bank, of the Town of Dexter of the County of Dallas and State of  
Iowa, party of ~~the~~ second part, do by these presents, Grant, Bargain, Sell and Convey  
unto the said party of the second part, their 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 North One Half (N.½) of the South West (S.W.) Fractional One Fourth  
(¼) of Section Seven (7) in Township Seventy-Seven (77) North, Range Twenty Nine (29),  
West of the 5th P.M., Madison County, Iowa, Containing Sixty Nine and 60/100 Acres.

It is mutually agreed that this mortgage is to stand as security for any renewals  
or extensions of the within loan until all of the same is paid and this mortgage satis-  
fied of record. This mortgage is given subject to a mortgage of Seven Thousand and  
No/100 Dollars in favor of Samuel H. Smith. To Have and to Hold the premises above de-  
scribed with all the appurtenances thereunto belonging unto the said second parties  
and to their heirs and assigns forever. The said parties of the first part hereby  
covenants that the above described premises are free from any incumbrances except as  
above stated and that we will Warrant and Defend the title unto the said parties of the  
second part theirs, and assigns, against all persons whomsoever lawfully claiming the  
same. Provided always, and these present are upon this express condition, that if the  
said Earl Leighty, his heirs, executors, administrators, or assigns shall pay the said  
Iowa State Bank, its heirs, executors, administrators, or assigns the sum of Four Thou-  
sand Dollars, on the 27th day of August, 1923, Three Thousand Dollars, on the 1st day  
of September, 1923, and the balance of the sum of Four Thousand Dollars, on the 1st day of --19--

For Release of annexed Mortgage see  
Mortgage Record 778 Page 442

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KOGH BROTHERS, INC., DES MOINES 17335

Dollars, on the ---day of --19--. with interest thereon payable annually at the rate of 8 per cent per annum according to the tenor and effect of the two promissory notes of said Earl Leighty, payable to the "Iowa State Bank" or order, and bearing date Four Thousand Dollars, Feb.27,1923, Three Thousand Dollars June 1,1923, then these presents to be void, otherwise to remain in full force. The grantors herein further agree to keep the buildings on said <sup>foregoing</sup> described premises insured against fire and Lightning and windstorms, tornadoes and cyclones to the amount of---Dollars in some company satisfactory to the grantee herein, his executors, administrators or assigns and payable in case of loss to such grantee, his executors, administrators or assigns, as his or their interest may appear; the grantors also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof, shall become delinquent, In default of the grantors to provide such insurance or to pay such taxes or assessments when due then the grantee herein, his executors, administrators or assigns may procure such insurance, or may pay such taxes or assessments, or either, and shall receive 8 per cent interest payable semi-annually, on all such payments from the date thereof, and this mortgage shall stand as security for all such payments for insurance, taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to provide such insurance, pay such taxes or assessments or any interest thereon, or of the principle or any part thereof, or either, when due, the grantee, his executors, administrators or assigns may declare the whole sum hereunder remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney. All unpaid interest shall bear 8 per cent interest per annum, payable semi-annually from the time when due. And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fees and receiver's costs and expenses, and may discharge the usual duties of receiver. And said Elizabeth Leighty, his wife, hereby relinquishes all her right of dower in the foregoing described real estate, subject to the above reservations and conditions.

Signed by the parties of the first part this 1st day of June,1923. Earl Leighty.  
Elizabeth Leighty.

State of Iowa, Dallas County,ss. On this 1st day of June,A.D.1923, before me, Howard Calfee, a Notary Public in and for said County, personally appeared Earl Leighty and Elizabeth Leighty, to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors, and acknowledged that they executed the same as their voluntary act and deed.

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

Howard Calfee,

Notary Public in and for said County.