

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

R.S.Keith & Cora E.Keith) Filed for record the 19th day of June,A.D.,1923,
to (Mtg. at 7/48 o'clock P.M.
Des Moines Sav.Bank & Trust Co.) #1759. Fee \$1.10 ✓ Olive M.Garrison, Recorder.
This Indenture, made this 15th day of June A.D.,1923, between R.S.Keith and Cora E.Keith
his wife, of the County of Polk, and State of Iowa, parties of the first part, and Des
Moines Savings Bank and Trust Company, a corporation created under and by virtue of the
laws of Iowa and having its principal place of business at Des Moines, Iowa, party of
the second part, WITNESSETH: That the said part--of the first part, in consideration of
Eighteen Thousand (\$18,000.00) Dollars, the receipt whereof is hereby acknowledged, do by these
presents, Sell and Convey unto the said party of the second part, and its successors
and assigns, forever, the following described Real Estate situated in the County of
Madison, State of Iowa, to-wit: The Southwest Quarter of Section Ten (10), and the
South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Ten (10), all in Township

Mortgage Record 75 Page 539

For Assignment of Annexed Mortgage See

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17325

Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Iowa. Also, commencing at the Northwest corner of Section Ten (10) in Township Seventy-four (74) North of Range Twenty-seven (27) West of the 5th P.M., and running thence south on the west line of said section, 41 rods and $3\frac{1}{2}$ feet, thence north 75 degrees East 12 rods, thence south 48 degrees ^{5 degrees and 30 minutes} West 5 rods and $6\frac{1}{2}$ feet, thence south ^{20 minutes} East 5 rods and $9\frac{1}{2}$ feet, thence south ^{all degrees} and 42 minutes East 18 rods and 8 feet, thence South 55 degrees and 4 minutes East 17 rods and $14\frac{1}{2}$ feet, thence south 74 degrees and 54 minutes East 18 rods and 7 feet to X intersect the south line of the north fourth ($\frac{1}{4}$) of said section ten (10), thence east on said south line 143 rods and 14 feet, thence north 38 degrees west 15 rods and $6\frac{1}{2}$ feet, thence north 15 rods and ten feet, thence north 49 degrees and 45 minutes East to a point intersecting the north line of the south half of the said north fourth ($\frac{1}{4}$) of said section ten (10), thence west on said north line to a point 64 rods east of the ^{ten (10)} west line of said section, ^{thence north 40 rods to the north line of said section} thence west on said north line 64 rods to the place of beginning, containing 57 and $\frac{8}{10}$ acres more or less. Said parties of the first part hereby covenant that they have good right to sell and convey said premises, and that they are free from encumbrance, and hereby warrant the title against all persons whomsoever, and waive all right of dower and homestead therein.

CONDITIONED, HOWEVER, That if R.S.Keith and Cora E.Keith shall pay or cause to be paid to Des Moines Savings Bank and Trust Company, its successors or assigns, at its or their home office, the sum of Eighteen Thousand (\$18,000.00) Dollars on the first day of July, 1928, with ^{the} interest thereon, payable semi-annually, at the rate of $5\frac{1}{2}$ per cent per annum, according to the tenor and effect of one certain promissory note, with coupons attached, signed by R.S.Keith and Cora E.Keith, and payable to Des Moines Savings Bank and Trust Company, and bearing even date with these presents; and shall promptly pay before the same shall become delinquent all taxes and special assessments of any kind, that may be laid within the State of Iowa, upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the notes or debt secured by this mortgage, and shall procure and deliver to said party of the second part, its successors or assigns, at its or their home office, on or before the first day of October in each and every year, duplicate receipts of the proper officers for the payment of all such taxes and assessments for the preceding year; and shall keep the buildings upon said premises constantly insured in some responsible insurance company, to be approved by the said party of the second part, its successors or assigns, to the amount of not less than ----Dollars, the loss or damage to be made payable to said party of the second part, its successors or assigns, as its or their interests may appear, and all of which insurance policies and renewal receipts shall be endorsed and delivered to said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good repair and condition as at this time, ordinary wear and tear only excepted; and shall pay all expenses and attorney's fees incurred by said second party, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to be and remain in full force.

It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent, the said party of the second part, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect the insurance above provided for, and may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon from the time of payment shall be a lien against said premises.

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17225

And it is agreed that if default shall be made in the payment of said note, or any part of the interest thereon, promptly on maturity, or if there shall be a failure to comply with any or every condition of this mortgage, then said note, and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall become due and collectible at once, by foreclosure or otherwise, and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the party of the second part, or its assigns or legal representatives, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said first parties only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, the whole indebtedness secured by this mortgage shall draw interest at the rate of eight per cent, per annum. And it is agreed that if said note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, the parties of the first part will pay a reasonable attorney fee for any service rendered by attorney in connection herewith, and all expenses incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly. Provided always, that if the said first party, his heirs or assigns, shall pay or cause to be paid the said notes, coupons, taxes and assessments, as specified in said note and in this mortgage, and shall fully perform all the covenants and agreements herein expressed, then this mortgage shall be fully satisfied and the said second party shall release said real estate at the expense of the party of the first part. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Witnesses: R.S.Keith.
Cora E.Keith.

State of Iowa, Polk County, ss. On this 18th day of June, A.D. Nineteen hundred and twenty-three, personally appeared before me R.S.Keith and Cora E.Keith, his wife, to me known to be the persons named in and who executed the foregoing mortgage, and acknowledged the execution of the same as their voluntary act and deed.

Henry H.Griffiths,
Notary Public in and for said County.

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SEAL