

OCB BROTHERS, INC., DES MOINES 20226

FROM

Alice J. Bishop, widow

TO

Security Loan and Title Co.

Filed for Record the 31st day of August

A. D. 1923, at 5 o'clock P.M.

#2125

Olive M. Garrison Recorder

By Deputy

Fee \$1.00

This Mortgage Made the 29th day of August 1923, by and between Alice J. Bishop, widow and unmarried, of Madison County, and State of Iowa hereinafter called the mortgagor, and Security Loan and Title Company, of Winterset, Iowa, hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of Seventy-six Hundred and no/100 (\$ 7600.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, its successors, and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The Southeast Quarter of the Northeast Quarter of Section 22; also a tract 9 rods in width off the South side of the Northeast Quarter of the Northeast Quarter of Section 22; also the West Half of the Southwest Quarter of the Northeast Quarter of Section 22; also a tract described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 22, running thence North 60 rods, thence West 40 rods, thence South 60 rods, thence East 40 rods to the Place of Beginning; also the East Half of the Northwest Quarter of the Northwest Quarter of said Section 22, except a strip 10 rods in width off the South side thereof; also all that part of the Northeast Quarter of the Northwest Quarter of said Section 22, lying West of the Right of Way of the Chicago Great Western Railway, formerly Chicago, St. Paul & Kansas City Railway, except that part included in a strip 10 rods wide off the South side of said 40-acre tract; also all that part of a tract described as follows: Commencing at a point 12 rods North of the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 15, running thence North 48 rods, thence West 80 rods, thence South to a point 17-1/19 rods North of the Southwest corner of the Southwest Quarter of said Section 15, thence East 13-1/3 rods, thence South 5-1/19 rods, thence East 66-2/3 rods to the Place of Beginning, which lies East of the Main Channel of Clanton Creek as it flows through said tract and South of the Public Highway as now laid out and platted in a Northwesterly and Southeasterly direction across said tract; also a tract described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 15, running thence North about 50 rods to the center of the Public Highway (known as the old State Road), thence East or Southeasterly along the center of the Highway to the East line of said 40-acre tract, thence South about 20 rods to the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section, thence West 80 rods to the Place of Beginning, containing 14.04 acres; also a tract described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 15, running thence North 12 rods, thence West to the center of the main channel of Clanton Creek, thence South along the center of Clanton Creek to the South line of the last described 40-acre tract, thence East along said line to the Place of Beginning, said tract containing about 1 acre; all in Township 75 North, of Range 26 West of the 5th P.M., Iowa; also the East Half of Block 8, and Lots 23, 24, 25, 26, 27, 28, 29, 30, and the South Half of Lot 31 in Block 8; also Lots 13 and 14 in Block 9, and the West Half of Block 9, all in the Town of Hanley, formerly known and platted as West St. Charles, in Madison County, Iowa, containing in all 140 acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee, its successors or assigns \$300 on September 1, 1926, \$1,000 on September 1, 1928, \$1,000 on September 1, 1928, \$2,000 on September 1, 1928, the sum of Three Thousand and no/100 (\$ 3000.00) Dollars, on the 1st day of September, A. D. 1928, with interest according to the tenor and effect of the six certain promissory notes of the said Alice J. Bishop bearing even date herewith; principal and interest payable at the office of Security Loan and Title Co., Winterset, Iowa.

Second. That the mortgagor shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee, the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall be hereby secured, to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of such payments.

Fourth. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry out the provisions hereof.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first herein written.

Alice J. Bishop

STATE OF IOWA, } ss. MADISON COUNTY, }

On this 29th day of August, A. D. 1923, before me, the undersigned, a Notary Public, within and for said County, personally appeared Alice J. Bishop, widow and unmarried, to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be her voluntary act and deed



WITNESS my hand and Official Seal, the day and year last above written.

W. O. Lucas, Notary Public in and for Madison County, Iowa

Vertical handwritten notes on the left margin, including 'The mortgagee (Security Loan and Title Co.) hereby releases this mortgage of record this 29th day of August 1923' and 'I, the undersigned, Notary Public, do hereby certify that this release is executed by authority of the mortgagee, Security Loan and Title Co., a corporation organized under the laws of the State of Iowa, and is a true and correct copy of the original as the same appears in my records.' and 'W. O. Lucas'.