

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC. DES MOINES 17335

... signed and sealed by them in behalf of said corporation

T.I. & Myrtle Killam) Filed for record the 24th day of September, 1923 at
to (Mtg. #2243 Fee \$1.10 10/10 o'clock A.M.
St. Charles Savings Bank) Olive M. Garrison, Recorder.
Know All Men By These Presents: That T.I. Killam, Father, and Myrtle Killam, Daughter, of
Madison County, and State of Iowa, in consideration of the sum of Seven Thousand 00/100
Dollars, in hand paid by St. Charles Savings Bank, of St. Charles, Iowa, the receipt
whereof is hereby acknowledged, do hereby sell and convey unto the said St. Charles
Savings Bank of Madison County, Iowa, the following described premises situated in the
County of Madison and state of Iowa, to-wit: SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 4 Madison
County, Township 75 North, Range 26 West of the 5th P.M. Iowa. Subject to a first mort-
gage of \$7000.00 to Aetna Life Insurance Co., dated July 2, 1923. SW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$
Section 5 Madison County Township 75 North Range 26 West of the 5th P.M., Iowa, subject
to a first mortgage of \$7500.00 to the Aetna Life Insurance Co., dated July 1921, and a
second mortgage of \$3067.05 to J.F. Johnstons Bank dated Feby. 27, 1923. (Myrtle Killam
has no right or claims whatever in land described in Section 5). And we hereby cove-
nant with the said St. Charles Savings Bank that we hold said premises by title in fee
simple; that we have good right and lawful authority to sell and convey the same, and
that they are free and clear of all liens and incumbrances whatsoever, except as above
described. And we covenant to Warrant and Defend the said premises against the lawful
claims of all persons whomsoever and the said both single hereby relinquishes right of
dower in and to the above premises: PROVIDED always, and these presents are upon this
express condition. That if the said T.I. Killam or Myrtle Killam, heirs, executors or
administrators shall pay or cause to be paid to the said St. Charles Savings Bank of
St Charles, Iowa, their executors, administrators or assigns, the sum of Seven
Thousand 00/100 Dollars on the September 21, 1924, according to the tenor of the prom-
issory note of said T.I. Killam & Myrtle Killam and also all other debts and obligations
now or hereafter made or incurred by the said ---due or to become due the said ---not
to exceed the sum of \$7000.00 and interest as provided in the various note or notes
which may be given by the said T.I. Killam or Myrtle Killam to St Charles Savings Bank
and 7% interest payable semannually on any indebtedness which may be owing by the said
T.I. Killam or Myrtle Killam to the said St. Charles Savings Bank not to exceed the sum
of \$7000.00 not evidenced by notes and interest thereon. The intention of this mort-
gage is to secure the said St. Charles Savings Bank for any indebtedness now or hereaft-
er made or incurred by the said T.I. Killam or Myrtle Killam due or to become due the
said St Charles Sav. Bank not to exceed the sum of \$7000.00 and interest thereon which
is evidenced by notes or otherwise; And if the said T.I. Killam or Myrtle Killam shall
keep all the agreements of this mortgage, then and in that case these presents to be

For Release of annexed Mortgage see
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AND IT IS HEREBY AGREED that if the said T.I.Killam or Myrtle Killam allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if they fails to pay the interest on said note or notes promptly as the same becomes due, the note or notes secured hereby shall become due and payable in 30 days thereafter, or within 30 days after any note becomes due and is unpaid, or any other obligation which remains unpaid for 30 days, and the mortgagee, their heirs or assigns may proceed to foreclose this mortgage. In case it becomes necessary to commence proceedings to foreclose this mortgage, then the said T.I.Killam or Myrtle Killam in addition to the amount of said indebtedness, interest and cost, agrees to pay the mortgagee herein named or to pay the assignee of this mortgage a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in such foreclosure case. IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured by this mortgage. A receiver of the mortgaged property shall be appointed at any time after any such default, either independently or in connection with foreclosure of this mortgage, and if in connection with such foreclosure such receiver may be appointed at the commencement of the suit or during its pendency or after decree and sale if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property. Signed and delivered this 21st day of September, 1923.

T.I.Killam.
Myrtle Killam.

State of Iowa, Madison County, ss.

On this 21 day of Sept. before me W.D.Downs, a Notary Public, within and for said County personally appeared T.I.Killam & Myrtle Killam personally to me known to be the identical persons whose name are affixed to the foregoing instrument as grantors and acknowledged that they executed the same as their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at St Charles, Ia., on the date last above written.



W.D.Downs,
Notary Public.
Madison County, Iowa.

Filed for record the 24th day of September A.D. 1923,

der.