

Mortgage Record No. 75, Madison County, Iowa

POCH. BROTHERS, INC., DES MOINES, IOWA, 17335

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For Release of annexed Mortgage see
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Notary Public.

S.W. Miller & Ida Miller) Filed for record the 24th day of September, A.D.
 to (Mtg. #2249 1923, at 11:45 o'clock A.M.
 Truro Savings Bank of Truro, Iowa) Fee \$1.00 Olive M. Garrison, Recorder.
 This Indenture, WITNESSETH, that We, S.W. Miller and Ida Miller, his wife, of Madison
 County, Iowa, parties of the first part, in consideration of the sum of Six Thousand
 (\$6000) Dollars, do hereby sell and convey unto Truro Savings Bank of Truro, Iowa, par-
 ty of the second part, the following described real estate situated in Madison County,
 Iowa, to-wit: The South East Quarter of the South East Quarter of Section Three (3);
 the North East Quarter of the South East Quarter of Section Ten (10); and the South
 West, Quarter of Section Eleven (11), all in Township Seventy-four (74), Range Twenty-
 six (26), Madison County, Iowa. Subject to a first mortgage of \$9,000 to a loan com-
 pany; and subject to a mortgage of \$5,000 to George Cooley on the South Half of the

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South West Quarter, and the North East Quarter of the South West Quarter of Section Eleven (11), Township Seventy-four (74), Range Twenty-six (26); and subject to a first mortgage of \$9000. to a loan company and a second mortgage of \$3000. to J.W. Likens on the North West Quarter of the South West Quarter of Section Eleven (11); and the North East Quarter of the North East Quarter of Section Ten (10) aforesaid; and also subject to a loan of \$2500 on the South East Quarter of the South East Quarter of Section Three (3) aforesaid; and subject to a mortgage on the land covered by this mortgage to O.M. Slaymaker for \$1000. This mortgage is given grantee to secure an indebtedness of \$1200 and interest to W.H. Blough; \$350 and interest to George Craig; about \$357 and interest due to Minnie Fife; and all indebtedness due from either of the grantors to the grantee, there being due the bank about \$4000 and interest; and this mortgage is given to said Bank to secure all of these obligations, and each is to have equal priority,

Ida Miller, in signing this mortgage, does so to release her dower, and does not assume any personal obligation on any of these mortgages, notes or obligations, to have and to hold the same unto the second party, his heirs or assigns forever, and warrant the title against the lawful claims of all persons whomsoever. Nevertheless to be void upon condition that the said S.W. Miller and Ida Miller, his wife, shall pay to the said TRURO SAVINGS BANK, its Successor or assigns, the sum of Six Thousand (\$6,000) Dollars on the 19th day of September, 1924, according to the tenor and effect of the promissory notes of the said S.W. Miller, payable to the parties secured and payable to Truro Savings Bank, ^{of} Truro, Iowa, bearing dates set out in notes, drawing interest at the rates stated in the notes, then these presents to be void, otherwise to remain in full force.

And if default shall be made in the payment of said sums of money or any part thereof, principal or interest, on this or any prior mortgage when due, or if the taxes assessed on the above described real estate shall remain unpaid for thirty days after the same are due and payable, or if second party so elects, then the whole indebtedness may at the option of the said second party, his heirs or assigns, become due, and the said second party, his heirs or assigns, may proceed by foreclosure or any other lawful mode, to make the amount of said notes, together with all interest and costs, and all taxes and assessments accrued on said real estate with eight per cent interest thereon, if paid by second party. And the plaintiff shall be entitled to the rents and profits and have immediate possession of said premises upon commencement of suit.

It is further stipulated and agreed that this indenture is junior and subject to a mortgages stated above and that should the said first parties fail to pay the principal interest, taxes, insurance or any of the payments secured by said mortgage when the same becomes due, the said second party, his heirs or assigns may pay the same and have and recover the same from the said first parties with interest thereon at eight per cent per annum and this mortgage shall stand as security therefor, and second party, or his assigns may declare this mortgage, and the notes secured by it, due at any time he elects, and he can then proceed by foreclosure or any other way he desires to collect this mortgage and the notes secured by it. And it is further agreed that in case foreclosure is commenced hereon the second party shall have and recover a reasonable attorney's fee also the cost of an abstract of title to the premises herein described, which shall be included in the judgment in such suit. That as auxiliary and in aid of foreclosure, the holder of the mortgage debt may, at his option, at any time during the pendency of proceedings to foreclose this mortgage, have a receiver appointed by the court having jurisdiction of such foreclosure, or in vacation by the judge of such court, to take possession of said mortgaged premises and rent the same and apply the rents under the direction of the court, to ^{the} discharge and payment of the costs of such receivership,