

Mortgage Record No. 75, Madison County, Iowa

OCH BROTHERS, INC. DES MOINES 20226

FROM

W.E. EVANS, unmarried,

TO SECURITY LOAN AND TITLE COMPANY, of Winterset, Iowa.

Filed for Record the 2nd day of November

A. D. 1928, at 2:20 o'clock P. M.

#2452

Olive H. Garrison

Recorder

By Adelaide Nicholson

Deputy

Fee \$.80

This Mortgage Made the 2nd day of November 19 28, by and between W.E. Evans, 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 Two Thousand Five Hundred and No/100 (\$ 2500.00) 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 Northeast Quarter of the Southwest Quarter, and the East 10 acres of the Southwest Quarter of the Southwest Quarter, and the following described tract of land, to-wit:- Commencing at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 5, running thence West along the South line of said 40-acre tract 30 feet, thence in a Northeasterly direction to a point on the East line of said 40-acre tract 30 feet North of the Place of Beginning, thence South 30 feet, to the Place of Beginning, all of said land lying and being in Section 5, in Township 74 North, of Range 27, West of the 5th P.M., Madison County, Iowa,

containing in all 50 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, the sum of Twenty-five hundred and no/100 (\$2,500.00) Dollars, on the 2 day of November, A. D. 19 28, with interest according to the tenor and effect of the one certain promissory note of the said W.E. Evans, unmarried, 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 mortgagor'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.

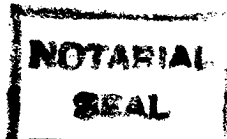
W.E. Evans

STATE OF IOWA, MADISON COUNTY, } ss.

On this 2nd day of November, A. D. 1928, before me, the undersigned, a Notary Public, within and for said County, personally appeared

W.E. Evans, 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 his voluntary act and deed

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



Augusta Lucas, Notary Public in and for Madison County, Iowa

The mortgagee (a corporation) in the annexed mortgage, hereby releases this mortgage of record this 17th day of November 1928, and I, the executing officer, hereby certify that this release is executed by authority of the Board of Directors of said corporation, Security Loan and Title Company of Winterset, Iowa, executed in my presence by Augustus Lucas, Secretary of said Security Loan and Title Company, a corporation organized under the laws of Iowa, and I am a Notary Public in and for Madison County, Iowa.