

Mortgage Record No. 75, Madison County, Iowa

VOCH BROTHERS, INC., DES MOINES, IOWA

Notary Public in and for said County.

George E. Bricker & Wife) Filed for record the 16th day of November A.D. 1923 at
 to (Mtg. #2529 9/30 o'clock A.M.
 Scott Shifflett, Guardian) Fee \$1.20 Olive M. Garrison, Recorder.
 This Mortgage, Made the 23rd day of October 1923, by and between George E. Bricker and
 Mary M. Bricker, his wife, of Madison County, and State of Iowa, hereinafter called the
 mortgagors and Scott Shifflett, Guardian, hereinafter called mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of Three thousand &
 no/100 (\$3000.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee,
 his heirs and assigns forever, the following tracts of land in the county of Madison
 State of Iowa, to-wit: A part of Lot One (1) in Block Nine (9), of the Original Town
 of Earlham, Madison County, Iowa, described as follows, to-wit: Commencing Twenty (20)
 feet South of the Northeast corner of said Lot, running thence West One hundred forty-
 five (145) feet, thence ~~South Eighteen~~ ^{Fifty (50) feet, thence South Four (4) feet, thence East} (18) feet, thence East Ninety five (95) feet,
 thence North Twenty-two (22) feet to the Place of Beginning, with all appurtenances
 thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interest known as Dower, or however else,
 are hereby conveyed. To be void upon the following conditions: First. That the mort-
 gagors shall pay to the mortgagee or his heirs, executors or assigns the sum of Three
 thousand & no/100 (\$3000.00) Dollars, on the 1st day of March A.D. 1927.

(The makers hereof reserve the option to pay \$500.00 or any amount in even hundreds
 in excess of that amount on any interest paying date, if 60 days written notice is
 given, and interest on such amounts ceases from date paid.)

with interest according to the tenor and effect of the one certain promissory note
 with coupons attached, of the said George E. Bricker and Mary M. Bricker, dated October
 23rd, A.D. 1923, and all such other sums of money as may at any time be owing to the
 said mortgagee, according to the terms of such indebtedness, or of the conditions of
 this mortgage. Second. That the mortgagors shall keep the buildings on said real
 estate insured in some responsible company or companies, satisfactory to mortgagee,
 for the use and benefit of the mortgagee, in a sum not less than two-thirds their actu-
 al value, and deliver to the mortgagee the policies and renewal receipts. Third.
 That the mortgagors shall pay, when due, all prior liens on said premises, if any, and
 shall promptly pay all interest thereon, and strictly comply with all conditions or
 agreements touching such prior liens, and all taxes which are or may become a lien on
 said premises hereon or taxes, or promptly effect such insurance, then the mortga-
 gee may do so, and is authorized hereby to at any time pay off or take assignment of
 any prior liens or pay the interest thereon, and any and all sums of money so paid
 shall be recovered with eight per cent interest per annum thereon from the date of such
 payments, and shall be secured hereby; and should mortgagee become involved in litiga-
 tion, in maintaining the security created by this mortgage or its priority, or validity

Decree of foreclosure of this mortgage
 entered by the District Court
 of Madison County, Iowa, on case
 No. 9-11-1924
 Clerk of District Court.

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and recovery of all money, costs, expenses or advancements hereunder or made necessary thereby, including reasonable attorney fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with eight per cent per annum thereon from the date of such payments. 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 any and all interest when due, shall at the mortgagee's option, cause the whole and all sums ^{hereby} secured to become due and collectible forthwith without notice or demand. And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof, shall, at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental.

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

George E. Bricker
Mary M. Bricker

State of Iowa, Madison County, ss.

On the 24th day of October A.D. 1923, before the undersigned, a Notary Public in and for said County, came George E. Bricker and Mary M. Bricker, his wife, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed. WITNESS my hand and Official Seal, the day and year last above written.

H. W. Hale,
Notary Public in and for Madison County,
Iowa.

State of Iowa, Madison County, ss.

I, Minnie A. Tyer, Clerk of the District Court of the State of Iowa, in and for Madison County, do hereby certify that the within and foregoing mortgage executed by George E. Bricker and Mary M. Bricker to Scott Shifflett, Guardian, as stated therein was on the 15th day of November A.D. 1923 presented in open court for approval, and that the same was approved by said Court, which approval has been entered of record. WITNESS my hand and the seal of said Court this 15th day of November, A.D. 1923.

Minnie A. Tyer,
Clerk District Court in and for Madison County, Iowa.

(DISTRICT
COURT
SEAL)