

Mortgage Record No. 75, Madison County, Iowa

For Release of amended Mortgage see
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Neva Porter)
to (Mtg. #2534 ✓
George W. Corneilson) Fee 1.30
This Indenture made this 25th day of October A.D. 19123 between Neva Porter, widow, of Madison County, and State of Iowa, of the first part, and George W. Corneilson of Madison County and State of Iowa of the second part. **WITNESSETH:** That the said party of the first part, for the consideration of Five Hundred and no/100 (\$500.00) DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, the following described real estate lying and being situated in the County of Madison and State of Iowa, to-wit: Commencing at a point 12 and 5/8 rods north of the Southwest corner of the Northwest Quarter of the Northwest Quarter of section Fifteen (15) Township Seventy-four (74) North, Range Twenty-nine (29) West of 5th P.M. and running thence East 12 and 5/8 rods, thence North 12 and 5/8 rods, thence West 12 and 5/8 rods, thence South 12 and 5/8 rods to the place of beginning, containing one acre more or less, and the South twenty feet of Lot Two (2) Block Two, Mack's 2nd addition to City of Macksburg, Iowa. Also the plot of land commencing at a point 267 feet north of the southeast corner of the northeast quarter of the northeast quarter of Section sixteen (16) Twp. seventy-four (74) north Range twenty-nine (29) West of 5th P.M., and running thence west one hundred forty-three (143) feet, thence north forty-four (44) feet, thence east one hundred forty three (143) feet, thence south forty four (44) feet to the place of beginning, west of the Fifth principal Meridian, containing --acres according to the United State Survey. The intention being to convey hereby an absolute title in fee to said real estate, including any right of homestead and all other contingent interests in and to the above described premises. To have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the said second party and his heirs and assigns forever. The said party of the first part here-

Filed for record the 17th day of November A.D. 1923, at 11 o'clock A.M.

Olive M. Garrison, Recorder.

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Koch Brothers, Inc. Des Moines 17335

by covenanting that the above described premises are free from any incumbrance, and she will warrant and defend the title unto the said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claiming the same.

This grant is intended as security for the payment of one certain principal promissory note and --coupon interest installment notes attached thereon, all bearing even date herewith, executed by Neva Porter the said party of the first part, to the party of the second part, all of said notes drawing interest at the rate of seven per cent per annum from Oct. 25, 1923, until paid, payable semi-annually at---and more particularly described as follows, to-wit: Principal note (No.---) for Five Hundred Dollars (\$500.00) due October 25th, 1926. 191- and interest at seven per cent for the sum of --- Dollars (\$---) and due respectively on---of each of the years A.D. 191- 191- 191-191- 191- 191-19--19--19--19--19-- And the said party of the first part hereby agree to pay all taxes that may be assessed upon said premises before they become delinquent; also to keep and maintain said premises in as good repair and condition as the same are at this date, and to keep said land and improvements thereon free from statutory and other liens of any kind, and also as further security for the payment of the sums herein mentioned, the said part-- of the first part hereby agree at her own expense to keep all the buildings on said property, during the existence of this mortgage, insured to the amount of at least two-thirds ($2/3$) of their value against fire, lightning and windstorms, in responsible insurance companies such as shall be approved by said party of the second part, with policies made payable, in case of loss, to said party of the second part, and to deliver the policies to the mortgagee, and in default thereof the said party of the second part may, at his option, pay any delinquent tax, statutory or other liens, or effect such insurance, and in case of loss of said premises either by fire, lightning or windstorm, the said party of the second part ---heirs or assigns, may demand, collect and receipt for from the insurance companies insuring the same, any money due upon said loss, whether insured as above or in any other manner, to the amount due or to become due under this mortgage and this mortgage shall be sufficient warrant and authority therefor, and the amount received from said insurance shall either be applied on the debt aforesaid or in rebuilding, as the holder of this mortgage shall elect, and in case it shall be necessary for the mortgagee or assigns to pay any taxes, statutory or other liens, or insurance on the aforesaid property, the party of the first part hereby agree to refund to him all sums so expended, with interest at the rate of eight per cent per annum, and this mortgage shall be security for all sums so expended.

Now, therefore, if the said party of the first part shall well and truly pay or cause to be paid the said notes including principal and interest thereof as aforesaid, at the times promptly as aforesaid, and shall perform the other things agreed herein to be performed by the party of the first part, then this indenture shall be null and void, else in full force and virtue. If the said party of the first part shall fail to pay any portion of the above mentioned sums, either principal or interest, promptly at the times they shall become due respectively as aforesaid, or shall neglect to pay all taxes assessed against said property before the same shall become delinquent, or shall neglect to keep the buildings on said property insured as herein specified, or shall fail to keep and perform any of the agreements, stipulations, covenants or conditions herein mentioned and set forth, then the whole sum, both principal and interest, shall at once become due and collectible, and the party of the second part 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, all insurance, statutory or other liens, taxes and assessments accrued and paid for by the said party of the second part