

Mortgage Record No. 75, Madison County, Iowa.

John R. Datwyler and wife) Filed for record the 19th day of November A.D. 1923
 to (Mtg. #2542 at 2:30 o'clock P.M.
 George M. Van Evera & Company) Fee \$1.10 ✓ Olive M. Garrison, Recorder.
 For the Consideration of One Dollars John R. Datwyler and Eliza L. Datwyler, husband and

wife, of Madison County, State of Iowa, first party, hereby conveys to George M. Van
 Evera & Company of Des Moines, Iowa, second party, the following real estate situated
 in Madison County, Iowa, described as follows, to-wit: Commencing at the northeast
 corner of the Southwest Quarter of Section One (1), Township Seventy-four (74) North
 Range Twenty-seven (27) West Fifth P.M., running thence south along the center line of
 said Section One to Clanton Creek, running thence in a southwesterly direction follow-
 ing the meanderings of said Creek, to the west line of the East Half of the Southwest
 Quarter of said Section One (1), running thence south 1.94 chains north 40° 30' west
 4.35 chains, thence south 81° 50' west 2.25 chains, thence south 41° 50' west .48 chains,
 thence south 7° 30' west 4.25 chains, thence west parallel with the south line of said
 Section One, 4.07 chains, thence north 31° 50' west 2.25 chains, thence north 61° 10'
 west 4.17 chains, thence south 59° 10' west 3.20 chains to a point 11.25 chains north
 and 2.40 chains east of the southwest corner of said Section One (1), thence north 22°
 west 1.25 chains to the right of way of the Chicago Great Western Railway, thence north
 42° 15' east along the south and east line of said right of way to the north line of

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Koch Brothers, Inc., Des Moines 17335

the Southwest Quarter of said section One (1), thence east along the north line of said Southwest Quarter of said Section One (1), to the place of beginning, containing 68.88 acres more or less. Also the Northwest Fractional Quarter of said Section One (1) (except 3.33 acres deeded for right of way purpose), containing 158.03 acres more or less.

The above described land all being in Township Seventy-four (74) North, Range Twenty-seven (27) West Fifth P.M. Also the South five acres of the Southwest Quarter of the Southwest Quarter of Section Thirty-six (36), Township Seventy-five (75) North, Range Twenty-seven (27) West Fifth P.M. The above described land containing in all 231.91 acres more or less according to Government survey, and all the rents and profits which may arise or be had therefrom, together with the right of possession thereof.

The said first party hereby warrant the title thereto against all persons whomsoever, and hereby expressly waive the platting and recording of homestead in case of foreclosure and sale hereunder, and agree that said premises may be sold in one tract at such foreclosure sale. PROVIDED NEVERTHELESS, That if the said grantors, their heirs, or assigns, shall pay to the said grantee, its successors or assigns, the sum of One Dollars, according to the terms of one promissory note of even date herewith, executed by the said grantors, and payable to the said grantee at Des Moines, Iowa, and shall repay to said grantee, its successors or assigns, at the times and with interest as hereinafter specified, all sums advanced in payment of taxes on said premises, insurance premiums covering buildings thereon, interest or principal on any prior liens, and shall keep and perform all the covenants and agreements herein contained, then this mortgage to be null and void. This mortgage is junior to a mortgage of \$16000.00 dated October 26, 1923, executed by said first party to The Union Central Life Insurance Company, and failure to pay interest or principal on the prior mortgage, or mortgages, or taxes or assessments against said described real estate when due shall cause this mortgage to become due at once at the election of the said second party. It is expressly agreed that in case the second party shall pay any portion of the interest or principal of the prior mortgage or mortgages, or the taxes or insurance, on said premises, such payments shall become a part of the mortgage debt hereby secured, and shall bear interest at the rate of eight per cent per annum payable annually, and in the event of foreclosure hereof the same shall be included in decree the same as though the amount thereof had been specifically named in this mortgage at the time of its execution. And if second party elects to do so, it may, because of the failure to pay said prior mortgage or mortgages, or the interest thereon and the taxes and insurance when due, declare the entire indebtedness hereby secured due and proceed forthwith to foreclose this mortgage. The note secured hereby cannot be paid before maturity except that the mortgagor has a right to pay the same when or at the time he pays the prior mortgages on said described real estate. Said first party shall not suffer waste; shall pay all taxes and assessments upon said property or on this mortgage or the debt secured hereby to whomsoever laid or assessed, and including personal taxes, before delinquent; shall keep buildings thereon insured to the satisfaction of said prior mortgage holders for at least two thirds of their value, delivering all policies and renewal receipts to said prior mortgage holders; and shall pay, in case of suit, all reasonable attorney's fees and expense of continuation of abstract, and all expenses and attorneys' fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage. A failure to comply with any one of the agreements hereof causes the whole debt at once to become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of broken conditions or notice of election to consider the debt due shall be necessary previous to commencement of suit