

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

State of Iowa, Madison County, ss. Be it remembered that on this 28 day of November, A.D.1928, before the undersigned, a notary public in and for said county, personally appeared Leroy W. Lauer and Lulu Lauer (Husband and wife) to me personally known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial seal. Rex L. Wilder

act and deed of said grantors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 4th day of December, A.D.1928.

R.E. Staple, Notary Public.

NOTARIAL
SEAL

G.W. & Bertha C. Smith) Filed for record 8th day of December, 1928, at 3:07
to (Ints. 18650 o'clock P.M.
Illinois State Bank of Quincy) See \$1.20 Olive H. Garrison, Recorder.
This Indenture, made this 8th day of December A.D., 1928, between C.F. Smith and Bertha C. Smith, husband and wife, of Madison County, Iowa, parties of the First Part and Illinois State Bank of Quincy of Quincy, Illinois, party of the Second Part: Witnesseth: Whereas, the said parties of the First Part are indebted to the said party of the Second Part, for money loaned, in the sum of fifteen thousand and 00/100 DOLLARS, to secure the payment of which said parties of the First Part have executed their five (5) principal promissory notes of even date herewith for Three thousand and 00/100 DOLLARS each, total fifteen thousand and 00/100 Dollars, said sum, payable to the order of said ILLINOIS STATE BANK OF QUINCY, on 8th day of December A.D.1928, with interest thereon at the rate of 5½ per cent per annum, as further evidenced by six interest notes of even date thereto attached to each of said notes, for the sum of \$38.04 payable March 1, 1924, \$165.00 payable March 1 1925, 1926, 1927, 1928 and \$126.48 payable December 6, 1928, with interest after maturity at seven per cent per annum, all payable at its Banking House in Quincy, Illinois. In said principal notes the makers reserve the option of paying One Hundred and 00/100 Dollars or any multiple thereof on said note at any interest paying time, and if any of said interest notes are not paid when due, the principal notes become due and payable at once without notice, at the option of the holder.

Now, therefore, the parties of the First Part, for the better securing the loan aforesaid and said interest thereon evidenced by said principal and interest notes aforesaid, do hereby grant, bargain, sell, mortgage and warrant unto the said Illinois State Bank of Quincy, or its assigns, the following described Real Estate, situated in Madison County, in the State of Iowa, and all of the rents, issues and profits thereof, to-wit: The West 109½ acres of the North East Fractional Quarter (4) of Section One (1) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M. Iowa, more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter (4) of Section One (1), in Township Seventy-five (75) North,

Release of Entered Mortgage and
Mortgage Record 82 Page 164

480

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Range Twenty-nine (29) West of the 5th Principal Meridian, and running thence East a-
long the north line of said Quarter Section Eighteen Hundred (1800) feet, more or less,
to the West line of the County Road, which runs North and South through said Quarter
Section, thence South along the West line of said County Road 2955 feet, more or less,
to the South line of said Quarter Section, thence West along the South line of said
Quarter Section 1775 feet, more or less, to the Southwest corner of said Quarter Section
thence North along the West line of said Quarter Section to the place of beginning.

The notes secured by this mortgage have all been properly stamped with internal rev-
enue stamps according to law. TO HAVE AND TO HOLD the same to its own proper use for-
ever, and the parties of the First Part do hereby release and waive all rights under
and benefits of the Homestead Exemption Laws of the State of Iowa, and all right to re-
tain possession after any default in the payment of said principal or interest, or breach
of any of the covenants^{or agreements} herein contained. PROVIDED, always, and these presents are up-
on this express condition, that if said parties of the First Part, their heirs, execu-
tors, administrators or assigns, shall well and truly pay, or cause to be paid, to said
party of the Second Part, or its assigns, the aforesaid sum of money with interest there-
on, at the time and in the manner specified in the said promissory notes, then these
presents shall thereupon become null and void. But it is expressly agreed that if de-
fault be made in the payment of said principal note or said interest notes, or any part
thereof, at the time and in the manner therein specified; or in case of waste done or
permitted on the premises; or in case of failure to pay before sale of taxes or assess-
ments levied upon said premises; or in case of the breach of any of the agreements here-
in contained, then, and in such case, the whole of said principal and interest secured
by this mortgage shall, at the option of said party of the Second Part, or the legal
holder of said principal note, become immediately due and payable (anything herein or in
said notes contained to the contrary notwithstanding), and this mortgage may then be im-
mediately foreclosed to pay the same and it shall be lawful for the party of the Second
Part, its legal representatives or assigns, to enter upon said premises and receive all
rents and profits thereof. In case of the filing of any bill to foreclose this mort-
gage, the Court may appoint any competent Person Receiver, with power to take possessi-
on of said premises, collect the rents arising out of the same during the pendency of
such foreclosure suit, and until the right of redemption expires, and such rents so col-
lected shall be applied first to the payment of taxes and the expenses of keeping the
premises in good condition; and the balance shall be applied towards the payment of said
principal and interest notes, or either of them, and an additional sum of five per cent
upon the amount due shall be included in said judgment or decree to pay the complainant's
attorney's or solicitor's fees in such suit of foreclosure.

And the said parties of the First Part agree that they will before the sale pay all
taxes and assessments upon said premises; that they will, when required by the holder
of this mortgage, keep the buildings insured, and assign the policy of insurance as fur-
ther security of the indebtedness aforesaid. And in case said First Parties should re-
fuse to pay such taxes or not insure the buildings and assign the policy aforesaid, or
if they should fail to satisfy any prior lien or incumbrance upon said premises, then
said party of the Second Part, or its assigns, may pay such taxes, insurance or incum-
brance; and all moneys thus paid, with interest thereon at six per centum, per annum,
shall become so much additional indebtedness, secured by this mortgage and be paid
out of the proceeds of sale of the premises aforesaid, if
not otherwise paid by said First Parties. IN WITNESS WHEREOF, The said parties of the

First Part have hereunto set their hands and seals on the day and year first above

written. SIGNED IN PRESENCE OF W.F. Craig.

G.F. Smith. (Seal)
Bertha C. Smith. (Seal).
(Seal).
(Seal).