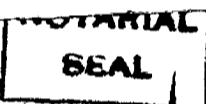


Mortgage Record, No. 74,

FIDELIS & CHAMBERS, DAVENPORT, IOWA



Nellie M. Kerr.
Notary Public in and for said County.

Raymond H. Croft and Mary R. Croft
to
Thos. P. McGiverin (Mtg.)

Filed for record the 2nd day of February
A.D. 1923, at 2/10 o'clock P.M.
Olive M. Garrison.,
Recorder.
#266 Fee \$1.20 ✓

On this 1st day of February 1923, We, Raymond H. Croft and Mary R. Croft, his wife, of Madison County, State of Iowa, first parties, for the consideration of Five Thousand (\$5000.00) DOLLARS, paid by Thos. P. McGiverin of Iowa County, State of Iowa second party, have sold, and hereby GRANT, BARGAIN, SELL AND CONVEY unto said second party his heirs, and assigns, real estate in Madison County, in the State of Iowa, described as follows, to-wit: The East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 11, and the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), Section 14. All in Township 76 North, and Range 27 West of the 5th P.M., containing in all 320 acres, with all appurtenances thereto belonging. All rights of Homestead contingent interest known as dower, or other right of any description, had, owned, or in expectancy by any of said grantors, are hereby released and conveyed.

TO HAVE AND TO HOLD the same to said second party his heirs and assigns, forever. The said Raymond H. Croft and Mary R. Croft represent to and covenant with second party that they have good right to sell and convey said premises; that they are free from incumbrance except a first mortgage of \$22000.00 to the Travelers Insurance Company and that they will warrant and defend the title thereto against all persons whomsoever.

CONDITIONED HOWEVER: If said Raymond H. Croft shall pay said Thos.P. McGiverin or order, four promissory notes described as follows to-wit: Dated February 5th 1923: One for Five Hundred Dollars due February 5th, 1924, One for One Thousand Dollars due February 5th 1925, One for Fifteen Hundred Dollars, due February 5th, 1926. One for Two Thousand Dollars, due February 5th 1927. And all drawing interest from February 5th 1923 at six per cent.

This mortgage foreclosed in District Court of Madison County, Iowa, day of May, 1923. See Decree District Court Record page 216.
Minnie A. McGiverin, Clerk.

Minnie A. McGiverin
Clerk District Court

Madison County, Iowa

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with interest from this date until paid as specified in said note payable annually, on the 5th day of February in each year, according to the promissory note of the said Raymond H. Croft and dated Feb. 5th 1923, payable at the First National Bank of Marengo, Iowa with exchange. And if said Raymond H. and Mary R. Croft shall pay all taxes and assessments of every nature upon the property hereinbefore described before the same become delinquent; keep the buildings upon said mortgaged premises insured in such company as will be satisfactory to second party, in a sum of not less than insurable value in Dollars With loss payable to first mortgagee as its interest appears and second party keep all buildings, fences and other improvements on said mortgaged premises in as good repair and condition as the same are at this date; and in case action is brought to foreclose this mortgage, and the mortgage debt be paid before final decree is entered, pay, in addition to all other amounts due, the sum fixed by law, to second party for and on account of attorney's fees incurred in bringing such suit, and shall pay as well all costs, charges and expenses which second party may be at by reason of litigation with third parties to protect the mortgage lien or collect the debt secured thereby; then these presents to be void, otherwise to be and remain in full force. In case first parties shall fail to pay the taxes upon said premises before the same become delinquent, or to insure the buildings thereon as above stipulated, second party at his option may pay the taxes and effect the insurance, and this mortgage shall stand as security for the amount paid therefor, with interest thereon at eight per cent per annum. It is expressly understood and agreed between the parties hereto, that a failure to pay any part of interest or principal of said note when due, or to comply with and fulfill any and every condition of this mortgage or any prior mortgage or mortgages will cause the entire sum secured hereby to become due and collectible at once, by foreclosure or otherwise, if second party so elects and no demand for fulfillment of any unfulfilled condition, or notice of election to consider the debt due, and foreclose the mortgage, shall be necessary previous to commencing legal proceedings to collect the debt, or any part thereof, or to foreclose this mortgage.

In the event of a failure to pay the debt secured by this mortgage, or any part thereof, or the interest thereon when due and payable, second party shall be and is hereby authorized to take immediate possession of said property and to rent the same, and shall be liable to account to said first parties for the net profits thereof. Taking possession by the mortgagee as herein provided, shall in no manner prevent or retard the collection of the mortgage debt, or any part thereof, by foreclosure or otherwise.

In event of the filing of a bill for the foreclosure of this mortgage the court or the judge thereof in vacation, having jurisdiction thereof, shall upon application by the mortgagee or assigns, immediately appoint a receiver, who shall take possession of the mortgaged premises, and collect all rents and profits accruing therefrom, including the crops then growing thereon, and apply the proceeds thereof, after first deducting the incidental expenses and fees, upon the debt hereby secured, or upon any senior liens or taxes upon the said mortgaged premises. But in no case shall the mortgagee be holden to the mortgagor in a greater sum than the net proceeds actually received.

In case of foreclosure of this mortgage, the holder thereof shall be entitled to recover of first parties, a reasonable attorney's fee, which shall be a lien upon said mortgaged premises as of the date of this mortgage, and shall be included in any decree rendered in such foreclosure suit as part of the mortgage debt, and may be collected on general or special execution, together with the other money, interest, and costs. Dated the day and date first above written.

Raymond H. Croft
Mary R. Croft

STATE OF IOWA, Madison County, ss. Be it known that on this 2nd day of February, A.D. 1923, before me the undersigned, a Notary Public in and for said County, personally appeared Raymond H. Croft and Mary R. Croft, his wife to me personally known to be the identical persons named in and who executed the foregoing instrument, and whose name are affixed to the foregoing mortgage deed as grantors and acknowledged the execution of said instrument to be

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FIDLAR & CHAMBERS, DAVENPORT, IOWA.

their voluntary act and deed, and acknowledged that they executed the same as their voluntary act and deed. WITNESS my hand and Notarial seal by me affixed the day and year last above mentioned.

**NOTARIAL
SEAL**

J.E.Hamilton,
Notary Public in and for said County.
My commission expires July 4, 1924.

