

George D. Musmaker and wife)
to (Mtg.
Security Loan & Investment Co.)

Filed for record the 6th day of February
A.D. 1923 at 10/17 o'clock A.M.

#285 Fee \$ 1.10 ✓ Olive M. Garrison
Recorder.

For the consideration of Eleven Thousand DOLLARS, George D. Musmaker and Alice Musmaker, Husband and Wife, of Adair County, Iowa, first party, hereby conveys to Security Loan & Investment Co., of Des Moines, Iowa, second party, the following real estate situated in Madison County, Iowa, to-wit: The North Half of the Northwest Quarter and the North Nine Acres of the Southeast Quarter of the Northwest Quarter and a tract Twelve rods East and West and eighteen rods North and South in the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section Thirty-three and the Southeast Quarter of the Northeast Quarter and the

For Release of annexed Mortgage see

Mortgage Record 81 Page 627

Frank Palmer
For Assignment of annexed Mortgage see
Mortgage Record 98 Page 277

Mortgage Record, No. 74,

East Sixty-two rods of the Southwest Quarter of the Northeast Quarter (except a strip Sixteen rods Twelve feet and Nine Inches wide off the South end thereof) of Section Thirty-two, all in Township Seventy-four North, of Range Twenty-nine.

The said first party hereby warrants the title against all persons whomsoever. To be void upon condition that said first party pay said second party or assigns Eleven Thousand Dollars as evidenced by their two notes, one note of One Thousand Dollars and one note of Ten Thousand Dollars, both due on the first day of March, 1928, with interest thereon from date at the rate of $5\frac{1}{2}$ per cent per annum, payable annually on the first day of March in each year, according to the tenor of their two promissory notes of even date herewith, with interest thereon at the rate of eight per cent per annum after maturity, payable annually, at the office of said second party in Des Moines, Iowa, If said first party shall keep and perform all the agreements of this mortgage, then these presents to be void, otherwise in full force. The first party hereby agrees to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed upon the said land, premises or property, or upon the mortgagee's interest therein, or upon this mortgage or the moneys secured hereby, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon the mortgagee. Upon violation of this undertaking or the passage by the State of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the mortgagor as herein provided, to pay any tax or taxes, is legally inoperative, then, and in any such event, the debt hereby secured, without deduction, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The mortgagor further agrees not to suffer or permit all or any part of said taxes to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agrees to furnish annually to the mortgagee or assigns, on or before the first day of December, the certificate of the County Treasurer, showing full payment of all such taxes; and said first party shall not suffer waste; shall keep all buildings thereon insured to the satisfaction of said second party in a sum not less than One Thousand Dollars, delivering all policies outstanding on said property to said second party; and shall pay in case of suit, a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage. If said first party neglects to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party or assigns may do so and recover of said first party the amount paid therefor, with interest at eight per cent per annum, and this mortgage shall stand as security therefor.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise. Dated this Second day of January, 1923.

George D. Musmaker

Madison County, Iowa

BOOK 74

STATE OF IOWA, County of Adair, ss. On this 15 day of January A.D.1923, before me the undersigned, a Notary Public in and for said County, personally appeared George D. Musmaker and Alice Musmaker, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

NOTARIAL
SEAL

Dewitt Don Carlos,
Notary Public in and for said County.