

Mortgage Record, No. 74,

Notary public in and for Guthrie County, Iowa.

James N. Lowe and wife)
to (Second Mtg.
R. H. Dosh)

Filed for record the 12th day of February
A.D. 1923 at 3/25 o'clock P.M.

#341 Fee \$1.00 ✓
Olive M. Garrison,
Recorder.

Know All Men By These Presents: That James N. Lowe and his wife, Mary R. Lowe of the county of Adair and State of Iowa, party of the first part in consideration of Sixty seven hundred fifty (\$6750) Dollars in hand paid by R. H. Dosh of the County of Guthrie and State of Iowa, party of the second part, 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 Adair and State of Iowa, to-wit:- The north west quarter of the northwest quarter of section twenty four, and the south half of the southwest quarter of section thirteen, and the southwest quarter of the southeast quarter of section thirteen (13), all in township seventy seven north, range thirty one, west of the fifth P.M., subject to a first mortgage of fifteen thousand eight hundred dollars in favor of Annis & Rohling Co. and also on the following real estate, lying and being situate in the County of Madison and State of Iowa, to-wit;- The south east quarter of section twenty, of township seventy four north, range twenty nine west of the fifth P.M., subject to a first mortgage of thirteen thousand dollars and subject to incumbrances as follows to-wit: as above set forth.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging unto the said second party and to his heirs and assigns forever. The said party of the first part hereby covenants that the above described premises are free from any incumbrances except as above stated and that we 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, excepting above incumbrances. Provided always, and these presents are upon this express condition, that if the said mortgagor, heirs, executors, administrators, or assigns shall pay the said Mortgagee, his heirs, executors, administrators, or assigns the sum of sixty seven hundred fifty (\$6,750.00) Dollars, on the first day of April 1928. Option granted to pay \$500.00 or multiple thereof on any interest paying date, with interest thereon payable annually at the rate of six per cent per annum according to the tenor and effect of the one promissory note of the said mortgagor payable to said mortgagee or order and bearing even date herewith then these presents to be void, otherwise to remain in full force. The grantors also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof shall become delinquent, and to permit said mortgages above described to become defaulted or breached or delinquent in no respect.

Madison County, Iowa

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In default of the grantors to pay such taxes or assessments when due, then the grantee herein his executors, administrators or assigns may pay such taxes or assessments or either, and shall receive 8 percent interest payable semi-annually, on all such payments from the date thereof and this mortgage shall stand as security for all such payments for taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to pay such taxes or assessments, or any interest or principle when due, or upon any interest or principle becoming due and unpaid upon any of the above described mortgages, or upon any of said mortgages becoming in any way due and payable, the grantee, his executors, administrators or assigns may declare the whole sum hereunder remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney, and cost or expense of an abstract of title for said premises that shall be allowed and taxed as costs in event of foreclosure hereof, or other equitable or legal action hereunder.

If grantors fail to pay any taxes or assessments levied on said premises before the same or any part thereof become delinquent, or permit any prior encumbrance or any part thereof, including interest thereon, to remain unpaid after maturity, or violates any of the terms or covenants thereof, or of this mortgage, or if, any attachment or execution is levied upon the above described premises, or if any installment of interest on this mortgage remains unpaid after the same becomes due the grantee or mortgagee herein may take immediate possession of said premises and collect the rents and profits thereof until the debt secured thereby is fully paid; or any court of record may appoint a receiver for said premises on the application of said grantee or mortgagee, ^{or said grantee or mortgagee} may at once foreclose this mortgage. And said James N. Lowe and Mary R. Lowe, husband and wife, hereby relinquishes her right of dower in the foregoing described real estate, subject to the above reservations and conditions.

Signed by the party of the first part, this 30 day of January 1923,
A.D. 19--

James N. Lowe,
Mary R. Lowe.

STATE OF IOWA, Adair County, ss.

On this 30th day of January A.D. 1923, before me a Notary Public in and for said County, personally appeared James N. Lowe and his wife, Mary R. Lowe to me personally known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto and acknowledged the execution of the same to be their voluntary act and deed. Made under my hand and seal of office the day and year last above written.

Harry R. Lenhart,
Notary Public in and for said County.

Filed for record the 13th day of February