

Madison County, Iowa

BOOK 74

Otto Fundinger and wife)
to
Clarence Dunn

(Mortgage.

Filed for record the 26th day of February
A.D. 1923 at 10/11 o'clock A.M.

Olive M. Garrison,

#483 Fee \$ 1.30

Recorder.

This Indenture, Made and executed the Twentieth day of February A.D. Nineteen Hundred and Twenty-three by and between Otto Fundinger and Mary Fundinger (Husband and wife) of the County of Madison and State of Iowa, party of the first part, and Clarence Dunn of Van Meter, Iowa party of the second part, Witnesseth, that the said party of the first part, for, and in consideration of the sum of Three Thousand # (\$3,000 00) Dollars, paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted and sold, and does by these presents grant, bargain, sell convey and confirm unto the said party of the second part, their heirs and assigns forever, the certain tract or parcel of real estate situated in the County of Madison and State of Iowa, described as follows, to-wit: The North One-half of the Southwest Quarter of Section Fifteen (15), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa.

To Have and to Hold, the premises above described, with all the appurtenances thereto belonging, unto the said second party and their heirs and assigns forever. The said-----Otto Fundinger and Mary Fundinger (Husband and wife) represent to covenant with the party of the

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second part, that they have good right to sell and convey said premises, that they are free from incumbrance and that they will warrant and defend said premises against the lawful claim of all persons whomsoever, and the said Otto Fundinger and Mary Fundinger hereby releases all their right of dower, and every contingent right, in and to said premises, and said parties of the first part relinquish and convey all right, of homestead in said premises.

This Instrument is made, executed and delivered upon the following express conditions: First, That said Otto Fundinger and Mary Fundinger shall pay said Clarence Dunn or order Three Thousand Dollars (\$3,000 00) on the first day of March, A.D. Nineteen Hundred Twenty-eight, with interest on all of said money from this March 1, 1923 until paid, at the rate of 5½ per cent per annum, payable annually on the first day of March in each year, according to the tenor and effect of the one promissory note of the said Otto Fundinger and Mary Fundinger, dated February 20th, 1923, payable at Van Meter State Bank, Van Meter, Iowa, and it is stipulated in said note and in this mortgage, that should any of said interest not be paid when due, it shall bear interest at the rate of eight per cent per annum from the time the same becomes due, and this mortgage shall stand as security for the same.

Second, That said Otto Fundinger and Mary Fundinger shall pay all taxes and assessments levied upon said real estate before the same become delinquent and shall deliver the receipts therefor to said second party and in case not so paid, the holder of this mortgage shall have the right to declare the whole sum of money herein secured due and collectible at once, or they may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid. Third, That so long as this mortgage shall remain unpaid, the said first party shall keep the buildings thereon insured in some responsible Company of Companies which shall be satisfactory to the party of the second part for the use and security of said second party, in the sum of not less than ---Dollars, and shall deliver the policies and renewal receipts therefor to said ^{second} party; and if the first party fails to effect such insurance in manner as agreed, then the second party may effect such insurance and the amount paid for such purposes by the second party shall be recovered from the first party, with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage. Fourth, The said party of the first part shall keep all buildings, fences, and other improvements on said Real Estate in as good repair and condition as the same are at this date. Fifth, It is further stipulated and agreed that a failure to pay any of said money, either principal or interest, or any money paid by said second party for taxes, insurance, or rents, within thirty days after the same becomes delinquent, or a failure to perform or comply with any of the foregoing conditions and agreements shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs. Sixth, And it is further expressly agreed that in the event of failure to pay said sums of money, or any part thereof, or interest thereon, when due and payable, said second party, its successors or assigns, shall have from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be and hereby is, authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise. Seventh, And it is further agreed that in the event of the commencement of an action for the foreclosure of this mortgage upon any default being made, that a reasonable attorney's fee shall become due from the first party to the second party,

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and shall be paid in the event of a settlement before a decree of foreclosure shall be obtained; and in case a foreclosure is instituted the mortgagor further agrees to pay for an abstract of title which expense shall also be taxed as part of the costs in the case; and if a decree of foreclosure shall be entered, then a reasonable attorney's fee, besides foregoing retainer, shall be taxed by Court and this mortgage shall stand as security therefor, and the same shall be included in said decree, and shall be made by the Sheriff on general or special execution, with the other money, interest and costs; and should said second party become involved in other litigation by reason hereof, all the costs, charges and expenses thereof, including a reasonable amount for attorney's fees shall be paid by the first party and taxed by the Court and collected as aforesaid. Eighth, The said first party hereby expressly agrees to comply with and perform the foregoing conditions and agreements, and upon compliance therewith with these presents shall be void, otherwise to be and remain in full force and effect.

In Testimony Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Otto Fundinger (L.S.)
Mary Fundinger (L.S.)

State of Iowa,
Dallas County, ss. BE IT REMEMBERED, That on this 20th day of February A.D. 1923, before the undersigned, a Notary Public in and for said County, personally appeared Otto Fundinger and Mary Fundinger (husband and wife) to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as grantor and acknowledged the execution of said instrument to be their voluntary act and deed. Witness my hand and Notarial Seal, by me affixed, the day and year last above written.

A.M. Compton,
Notary Public in and for Dallas County, Iowa.