

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

FOR ASSIGNMENT OF MORTGAGE AND
MORTGAGE RECORD 75- PAGE 505-

P.F. James & wife)
to (Mtg.
The Iowa Securities Co.)
This Mortgage Made the 15th day of February 1923, by and between P.F. James and Cora A. James, husband and wife, of Madison County, and State of Iowa, hereinafter called the mortgagor, and THE IOWA SECURITIES COMPANY OF INDIANOLA, IOWA, hereinafter called the mortgagee, witnesseth: That the mortgagor, in consideration of the sum of Seven Thousand (\$7000.00) Dollars paid by the mortgagee, does hereby convey to the mortgagee, and assigns forever, the following tracts of land in the county of Madison, State of Iowa, to-wit: The North Five (5) Acres of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Twenty One (21) in Township Seventy Five (75) North, Range Twenty Six (26), which said tract is also platted and known as Lot Five (5), of the Northwest Quarter of the Southwest Quarter of said Section 21; also the Southwest quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Twenty One (21), and all that part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), lying North of Jones Creek in Section Twenty (20), and the West Thirty Eight (38) acres of

Filed for record the 27th day of February A.D. 1923 at 10/03 O'clock A.M.
#498 Fee \$.90 Olive M. Garrison, Recorder.

Madison County, Iowa

BOOK 74

the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Twenty One (21) all in Township Seventy Five (75) North, Range Twenty Six (26) West of the 5th P.M. Madison County, Iowa, containing in all 97 $\frac{1}{2}$ acres, and the mortgagor warrants the title against all persons whomsoever. To be void upon the following conditions: First: That the mortgagor shall pay to the mortgagee, or assigns the sum of Seven Thousand (\$7000.00) Dollars, on the 1st day of March, A.D. 1928, with interest according to the tenor and effect of the one certain promissory note of the said P.F. James and Cora A. James, with five interest coupons attached, bearing even date herewith. Second: That the mortgagor shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds their value, and deliver to the mortgagee the policies and renewal receipts. Third: That the mortgagor shall pay when due, and before delinquent, all taxes or assessments which are, or become a lien on said premises; if mortgagor fails either to pay such taxes or assessments, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority then this mortgage shall secure to the mortgagee the payment and recovery of all money, costs expenses or advancement incurred or made necessary thereby, as also for taxes, assessments or insurance paid hereunder; and all such amounts shall be hereby secured, to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of such payments. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the mortgagee's option, cause the whole sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise; and in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner. Signed the day and year first above written.

For Release of amended Mortgage see
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State of Iowa,
Warren County, ss.

Cora A. James.
P. F. James.

On this 21st day of February A.D. 1923, before me, the undersigned, a Notary Public, within and for said County, personally appeared P.F. James and Cora A. James, husband and wife, to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and Official Seal, the day and year last above written.

Bert Welty,
Notary Public in and for Warren County,
Iowa.

Joe Eversull)

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1923 at 10/05 o'clock A.M.