

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

6

T.F.Ruth & wife )  
 to (Mortgage.  
 Bankers Trust Company)

Filed for record the 1st day of March, A.D. 1923 at  
 10/40 o'clock, A.M.

# 561 Fee \$ 1.60 ✓ Olive M. Garrison,  
 Recorder.

This Indenture, made this 24th day of February, A.D. 1923 by and between T.F.Ruth and Venecia Ruth, his wife, of the County of Madison and State of Iowa, (jointly and severally, if more than one) party of the first part, and THE BANKERS TRUST COMPANY (a Corporation organized and existing under the laws of the State of Iowa, with principal office in the City of Des Moines, County of Polk and State of Iowa, party of the second part (hereinafter called the "Trust Company" for the sake of brevity) Witnesseth: That Whereas, to evidence our just indebtedness to the said Trust Company, in the principal sum of Four Thousand Dollars (\$4,000) for money loaned by said Trust Company, T.F.Ruth and Venecia G.Ruth, his wife, have executed

*Partial  
 For Release of unrecorded Mortgages and  
 Mortgage Record 75 Page 477*

Madison County, Iowa

Book 74

and delivered one certain principal promissory note of even date herewith, in <sup>the</sup> amount of \$4000. payable March 1, 1928, to the order of said Trust Company in lawful money of the United States of America, at its Banking Office in the City of Des Moines, Iowa, with interest thereon from March 1, 1923 at the rate of Five & one-half per centum per annum until maturity, and at the rate of eight per centum per annum thereafter, payable semi-annually at said Banking Office on the 1st day of March and September in each year, according to the tenor and effect of ten appropriate interest coupons of even date therewith; evidencing the several installments of interest on said principal note up to and including the maturity thereof, and bearing interest after maturity at the rate of eight per centum per annum. Now, Therefore, the said party of the first part, in consideration of the money loaned as aforesaid, and in order to better secure the prompt payment of said principal note and interest coupons, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by said first party, does hereby grant, bargain, sell, convey, mortgage and warrant unto the said The Bankers Trust Company, its Successors and Assigns, all and singular the real estate situate, lying and being in the County of Madison and State of Iowa, known and described as follows, to-wit:

The North Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section Three, Township Seventy-four, Range Twenty-seven West of the 5th P.M., containing in all 120 acres of land, more or less, according to the Government survey thereof. Together With all and singular the tenements, hereditaments, privileges, buildings, fixtures and appurtenances, thereunto belonging, and the rents, issues and profits thereof, and also all the right, title, interest and estate of the said party of the first part, and of any one of more persons forming a component part of said party of the first part in and to the said premises, including those of dower, curtesy, the surviving spouse's distributive share, homestead and the right to the possession of said premises during the period of redemption, all of which are hereby expressly waived, relinquished and released.

To Have and to Hold the above described premises, with the appurtenances, buildings and fixtures above mentioned, unto the said Trust Company, its Successors and Assigns, forever for the uses and purposes herein expressed, free from all benefit of exemption laws.

Moreover, said party of the first part Hereby Covenants and Agrees with the said Trust Company, its Successors and Assigns, as follows, to-wit: (1) That some one or more of said first party is the owner of said premises in Fee-Simple and has good right and lawful authority to sell, mortgage and convey the same ; that the same are free from all encumbrances whatsoever, and that said first party warrants, and will forever defend the title thereto against the claims of all persons whomsoever. (2) To pay said principal note and interest coupons according to the tenor and effect thereof. (3) To keep the buildings, fences and fixtures on said premises in good repair, and not to commit or permit waste on said premises. (4) To pay before the same become delinquent, any and all taxes and assessments that may be levied or assessed by authority of the State of Iowa, or any political division thereof or any municipality therein, whether on said real estate and every part thereof. or upon said Trust Company or the legal holder or holders of any of said note by reason of its, his, her or their ownership thereof. (5) To keep the buildings and fixtures upon said premises insured against loss by fire or tornado in such amount and Insurance Companies as may be satisfactory to said Trust Company, making the loss, if any, payable to it, and to deliver all such insurance policies to said Trust Company. (6) That in case said first party fails to pay all taxes or assessments, or to keep the buildings, fences and fixtures on said premises in good repair, and insured, as above provided, said Trust Company, may pay such taxes or assessments, or redeem said premises from tax sale, or make repairs, or <sup>paid for any such purpose; all other moneys</sup> procure insurance and all moneys laid out by said Trust Company, to protect the lien of this mortgage and the security intended to

For Release of amended Mortgage see  
 Mortgage Record Page 103

Release of amended Mortgage see  
 Mortgage Record Page 28

## Mortgage Record, No. 74,

be effected hereby shall be immediately due and payable, with interest thereon at the rate of Eight Per Centum (8%) per annum, and become so much additional indebtedness, secured by this mortgage; provided, however, that it shall not be obligatory upon said Trust Company to advance money for any of the purposes aforesaid or to inquire into the validity of such taxes, special assessments or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof) or into the necessity for such repairs. (7) That if default is made in the performance of any of the covenants aforesaid, then the principal of said indebtedness, together with all the accrued interest thereon, shall, at the election of the legal holder or holders of said principal note and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary, notwithstanding, and thereupon the said Trust Company, or the legal holder or holders of said principal note shall have the right to immediately foreclose this mortgage, and shall have all the other rights and remedies that the law provides, (8) That the court in which suit is brought to foreclose this mortgage shall, upon motion of the complainant, without notice to the defendants in said cause, appoint a Receiver for the land and premises above described and mortgaged, with power to enter upon, cultivate and operate the same, and collect the rents, issues and profits thereof during the pendency of such suit and up to the time when the purchaser at foreclosure sale shall be entitled to the possession thereof, and with the usual powers of Receivers in such cases. (9) That in case suit is brought to foreclose this mortgage, a reasonable sum shall be allowed to the complainant in such proceeding for Attorney's fees and the cost of a complete Abstract of Title to said premises. In case the said Trust Company or the holder or holders of said principal note shall be made a party or parties to any other suit by reason of this mortgage, the reasonable charges of the Attorneys or Solicitors of said Trust Company, and of the holder or holders of said principal note so made parties for services in such suit, shall be immediately due and payable with interest thereon at the rate of Eight Per Centum (8%) per annum, and become so much additional indebtedness secured by this mortgage. (10) The party of the first part expressly waives the platting and recording of homestead and agrees in case of Sheriff's sale hereunder that said premises may be sold in one body. Whenever said party of the first part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and, up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed by the said party of the first part, then all of such covenants and agreements shall cease and determine (but not otherwise); and the said party of the first part, or the legal representatives, heirs or assigns of said party, shall be entitled to a satisfaction of this mortgage and a re-conveyance of said premises but shall pay the expense of recording the same. In Witness Whereof, the said party of the first part have hereunto set our hands and seals, the day and year first above written.

Signed, Sealed and Delivered  
in the presence of  
WITNESSES -----

T.F.Ruth (Seal)  
Venecia G.Ruth (Seal)  
(Seal)  
(Seal)

State of Iowa, County of Madison, ss. On this 27 day of February A.D. 1923, before me, the undersigned, a Notary Public within and for said County, personally came T.F.Ruth and Venecia G.Ruth personally known to me to be the identical persons who are named in and who executed the foregoing Mortgage Deed as Grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purposes therein expressed. Witness my hand and Notarial Seal the day and year last above written.

P.F.Beeler,  
Notary Public, Madison County, -- -