

Madison County, Iowa

Book 74

State of Iowa, Polk County ss. On the 3th day of February A.D. 1923 before me the undersigned

R.L.Orris & E.E.Orris)  
to Mortgage.  
D.W. Orris )

Filed for record the 3rd day of March A.D. 1923 at 4/10 o'clock P.M.

#672 Fee \$.80 ✓ Olive M. Garrison, Recorder. Adelaide Nicholson, Deputy.

Know All Men by these Presents, That I, R.L.Orris and E.E.Orris, her husband, of the County of Polk and State of Iowa, first party, in consideration of the sum of Fifteen Hundred, (\$1,500.00) Dollars in hand paid by D.W.Orris of Des Moines, Polk County, and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, his (or its) heirs, successors and assigns forever, the real estate situated in Madison County, Iowa described as follows, to-wit: Lot Three (3) in Block Twenty Nine (29) in the Original Town of Winterset, Iowa, together with all of the rents, issues and profits which may arise or be had therefrom. TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, until the said second party, his (or its) heirs, successors and assigns forever. The said first party warrants the title to said premises against the lawful claims

For Release of amended mortgages see Mortgage Book 75 Page 599

## Mortgage Record, No. 74,

FIDLER &amp; CHAMBERS, DAVENPORT, IOWA.

of all persons whomsoever, and hereby relinquishes, releases and conveys all right of home-  
stead and dower, or statutory thirds, in and to said premises. PROVIDED, However, that if  
the first party shall pay the second party, his (or its) heirs, successors or assigns,  
the sum of Fifteen Hundred Dollars (\$1,500.00) on the 1st day of March A.D. 1924, with inter-  
est at the rate of Eight per centum per annum, payable semi-annually, according to the tenor  
and effect of the one Coupon Bond, or promissory note and interest coupons thereto attached,  
of the said first party, bearing even date herewith, payable at the residence of D.W.Orris in  
the City of Des Moines, Polk County, Iowa, in Gold Coin of the United States of America, of  
the present standard of weight and fineness, or its equivalent, with New York Exchange, and  
shall keep and perform all and singular the covenants and agreements herein contained for said  
first party to keep and perform, then these presents to be void, otherwise to remain in full  
force and effect. The Covenants and Agreements to be kept and performed are as follows: The  
said first party shall pay all taxes, charges and assessments now due, or which may become  
due, on said premises before the same become delinquent; shall keep the buildings on said  
premises insured in some responsible company or companies, to be designated by the second par-  
ty, for the benefit of said second party, in the sum of not less than Two Thousand Dollars;  
and shall deliver the insurance policies and renewal receipts to said second party. Should  
said first party neglect to pay said taxes, charges or assessments, or to effect and maintain  
said insurance, said second party may do so and recover of said first party the amount paid  
therefor, with interest at eight per centum per annum, and this mortgage shall stand as secur-  
ity therefor. Said first party shall not waste said premises and shall not allow the same to  
depreciate in value by any act or neglect. Should said first party at any time fail to pay  
any part of the principal or interest aforesaid when due, or fail to perform all and singular  
the covenants and agreements herein mentioned, the whole sum of money hereby secured shall be-  
come due and collectible at once, at the option of the second party, and this mortgage may  
thereupon be foreclosed for the whole of said money, interest and costs, without further notice.  
And it is further agreed and stipulated that in the event of the commencement of an action  
for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the  
first party to the second party, and this mortgage shall stand as security therefor, and the  
same shall be taxed as part of the costs in such action. Said acts shall also include the  
cost of an abstract of title to said premises with eight per centum interest thereon. Should  
said second party become involved in litigation by reason hereof, all the expenses of such lit-  
igation, including a reasonable amount for attorney's fees, shall be paid by said first party,  
and this mortgage shall stand as security therefor. It is further agreed and stipulated that  
in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a re-  
ceiver shall be appointed to take charge of the mortgaged premises at once, and to hold poss-  
ession 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 receiver-  
ship, shall be applied on the debt secured hereby. It is also agreed that the taking of pos-  
session shall in no manner prevent or retard the second party in the collection of said sums  
by foreclosure or otherwise. Dated March 1, 1923. In Testimony Whereof, we have hereunto  
set our hands the day and year last above written. R.L.Orris.  
E.E.Orris.

State of Iowa, Polk County, ss: Be It Remembered, That on the 1st day of March A.D. 1923, be-  
fore the undersigned, a Notary Public in and for said County, personally appeared R.L.Orris  
and E.E.Orris, her husband, to me personally known to be the identical persons whose names  
are affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instru-  
ment 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.

Paul W. Jones.  
Notary Public in and for Polk County, Iowa.

