

Mortgage Record, No. 74,

L. L. Dreibelbis)  
to ) Mortgage  
R.S.Herrick )

Filed for record the 8th day of January A.D. 1923.  
at 12:02 o'clock, P.M.

#72 Fee \$1.20 ✓ Olive M. Garrison,  
Recorder.

This Indenture, made this 2nd day of January A.D., 1923, between L.L. Dreibelbis and ~~Abbie~~ of Dreibelbis (His Wife) of the County of Madison and State of Iowa, party of the first part, and R.S.Herrick, party of the second part, WITNESSETH, That the said parties of the first part in consideration of Thirteen Hundred Fifty & No/100 Dollars, the receipt whereof is hereby acknowledged, do, by these presents, SELL AND CONVEY unto the said party of the second part, and its successors and assigns forever, the following described Real Estate, situated in Madison County, State of Iowa, to-wit: The undivided one half interest of

*This Mortgage having been paid in full, I hereby release and discharge the same of record. R.S. Herrick, 14th day of April 1924, Witnessed by Olive Garrison Crawford Recorder.*

*See Page 510*

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The S.E. Quarter of the Northwest Quarter, and the south Half of the Northeast Quarter, of Section 14, Twp. 76 North Range 26 West of the 5th P.M. Located Northeast of Parrerson, Madison County, Iowa. (Subject to a First Mtg. of \$6000.00)

Said parties of the first part hereby covenant that they have good right to sell and convey said premises, and that they are free from encumbrance, and hereby covenant to warrant and defend the title against all persons whomsoever, and waive all right of dower and homestead therein. And said parties of the first part hereby expressly agree: (1) To pay the sum of Thirteen Hundred Fifty & NO/ 100 Dollars, on or before Jan. 2, 1928 day of----- with the interest thereon, payable semi-annually at the rate of six per cent per annum, according to the tenor and effect of one promissory note, with coupons attached, signed by L.L. Dreibelbis & Abbie Dreibelbis and payable to the order of R.S. Herrick and bearing even date herewith. (2) Neither to commit or permit waste on said premises. (3) To pay, before delinquent, all taxes and assessments accruing on said land. (4) To pay, before they become delinquent, all taxes or assessments that may be levied on this Mortgage or on the debt hereby secured, or that may be payable by or chargeable to the holder hereof, or the owner of the debt hereby secured on account of such ownership, by the State of Iowa, or the county or local municipality in which the land is located. (5) To pay a reasonable attorney's fee in case of the commencement of a suit for the foreclosure of this Mortgage, and expense of abstract of title. (6) That in case of failure to pay any of said taxes or assessments, then the said party of the second part may pay the same, and the sum so advanced, together with interest at the rate of eight per cent per annum, shall be repaid by the parties of the first part, and the amount, with said attorney's fees and expense of abstract shall be secured by this mortgage; and the said parties of the first part hereby further agree that if default be made in payment of any interest, or principal, or taxes, or assessments, or in keeping or performing any of said covenants or agreements, then after such default has continued thirty days, the legal holder of said note may, at his election, treat the notes and coupons and moneys advanced as due and collectible, but such election, if made shall be manifested by the commencement of an action to foreclose this mortgage, and not otherwise; and it is further expressly agreed between the parties hereto, that in the event of the commencement of an action to foreclose this mortgage, then the court having jurisdiction of the case shall, at the request of the party of the second part, or its assigns or legal representative, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, at all times after the commencement of the action and during the period allowed by law for redemption of the same, and shall be liable to account to said first parties only for the net profits thereof. (7) That so long as said mortgage shall remain unpaid, said first parties shall keep the buildings, fences, improvements, and betterments now on said premises, or that hereafter may be erected thereon in good repair and condition, and keep them insured in some responsible company or companies satisfactory to said second party; loss, if any, payable to said second party for the use and benefit of the legal holder of the note hereby secured in the sum of -----DOLLARS; and shall deliver the policies or renewal receipts therefor to said second party. and if said first party fail to effect such insurance in manner agreed, then said second party may effect such insurance, and the amount paid for such purposes by said second party shall be recovered from the first party with interest at the rate of eight per cent per annum thereon and shall be a lien on the foregoing premises under and by virtue of this mortgage. Provided Always, that if the said first parties, their heirs or assigns, shall pay or cause to be paid the said note, coupons, taxes and assessments, as specified in said note and in this mortgage, and shall fully perform all the covenants and agreements herein expressed,

Madison County, Iowa

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then this mortgage shall be fully satisfied and the second party shall release said real estate at the expense of the parties of the first part.

In Witness Whereof, the said parties of the first part have hereunto set their hands, the day and year first above written.

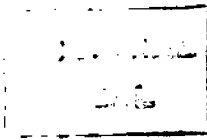
L.L.Dreibelbis  
Abbie M. Dreibelbis

State of Iowa, Polk County, ss.

On this 6 day of Jan. A.D. 1923, before the undersigned

F. C. Ash, a Notary Public in and for said County and State, personally appeared L. L. Dreibelbis and Abbie M. Dreibelbis, his wife, to me personally known to be the identical persons whose names \_ affixed to the above deed as grantors and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and notarial seal the day and year last above written.

F. C. Ash,  
Notary Public.



Alberta Cochran )

Filed for record the 9th day of January 1923

