OCH BROTHERS, INC., DES MOINES 20226

FROM

Guy Fogler & wife

TO

Security Loan & Title Co.

*Filed for Record the* 14th *day of* March

*A. D. 19*23*, at* 3/06 *o'clock* P. *M.*

#913 Olive M. Garrison *Recorder*

*By* ✓ *Deputy*

Fee $.80 ✓

**This Mortgage** Made the 12th day of March 1923, by and between Guy Fogler and Fern Fogler, husband and wife,

of Madison County, and State of Iowa hereinafter called the mortgagor, and Security Loan and Title Company, of Winterset, Iowa, hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of Two Thousand and no/100 ($ 2000.00 ) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, its successors and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

All that part of the East Half (½) of the South East Quarter (¼) of Section Twenty-nine (29) in Township Seventy-six (76) North of Range Twenty-six (26) lying North of the right of way of the Chicago Rock Island and Pacific Railway Company as now located across said tract of land except a strip 24 feet wide off the East side thereof; also commencing at a point on the East line of said Section 29 where the South line of said right of way crosses said section line thence South 17½ rods, thence west 16½ rods, thence North 13½ rods to the South line of said right of way, thence Easterly along the South line of said right of way to the place of beginning,

containing in all 53.75 acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee its successors or assigns, the sum of Two Thousand and no/100 ($ 2000.00 ) Dollars, on the 12th day of March, A. D. 1928, with interest according to the tenor and effect of the one certain promissory note of the said Guy Fogler and Fern Fogler bearing even date herewith; principal and interest payable at the office of Security Loam and Title Co., Winterset, Iowa.

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. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor fail either to pay such taxes, 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 advancements incurred or made necessary thereby, as also for taxes 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.

Fourth. 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 a receiver may be appointed to carry out the provisions hereof.

Fifth. 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 herein written.

Guy Fogler

Fern Fogler

STATE OF IOWA, }
MADISON COUNTY, } ss.

On this 13 day of March, A. D. 1923, before me, the undersigned, a Notary Public, within and for said County, personally appeared Guy Fogler and Fern Fogler, husband and wife, to me known to be the identical person s 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.

NOTARIAL SEAL

J. G. Martin
Notary Public in and for Madison County, Iowa

The mortgage (a copy of which is recorded in this ... day of March 1923 of the Board of Directors of ... hereby certify that this release is executed by authority Executed in my presence by ... Secretary of the ... Notary Public ... County, Iowa