

# Mortgage Record No. 75, Madison County, Iowa

KOCH BROTHERS, INC., DES MOINES 17335

C.H.Dennis & wife) Filed for record the 23rd day of April A.M., 1924 at 10/25 o'clock  
to (Mtg. A.M. Olive Garrison Crawford,  
Exchange State Bank) #1009 Fee \$.90 E. Recorder.  
Know all Men by these Presents: That Charles H.Dennis and Minnie, Dennis his wife, of

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Madison County, and State of Iowa, in consideration of the sum of Thirty-nine Hundred DOLLARS, in hand paid by Exchange State Bank of Stuart, Iowa, of Guthrie County and State of Iowa, do hereby sell and convey unto the said Exchange State Bank of Stuart, Iowa, the following described premises situated in the County of Madison and State of Iowa, to-wit: The North ninety-two and fifty-two one hundredths acres of the Northeast quarter of Section Thirty, Township Seventy-seven, North, Range Twenty-nine west fifth P.M., Madison County, Iowa. And we hereby covenant with the said Exchange State Bank of Stuart, Iowa, that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever except a first mortgage of \$9000.00 to which this is subsequent; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Minnie E. Dennis hereby relinquishes right of dower in and to the above described premises. PROVIDED, always and these presents are upon this express condition, that if the said Charles H. Dennis and Minnie E. Dennis, their heirs, executors or administrators shall pay or cause to be paid to the said Exchange State Bank of Stuart, Iowa, executors and administrators or assigns, the sum of Thirty-nine Hundred Dollars, on the first day of March, 1927,

Dollars, on the ---day of ---1---Dollars, on the ---day of --1---Dollars, on the -day of --1---. Dollars, on the ---day of ---1---Dollars, on the --day of ---1---Dollars, on the --day of --1---Dollars, on the ---day of ---1---Dollars, on the ---day of ---1--- Dollars, on the ---day of --1---Dollars, on the ---day of --1---. ,with interest thereon according to the tenor and effect of the one promissory note of the said Charles H. Dennis and Minnie E. Dennis, payable to Exchange State Bank of Stuart, Iowa, bearing even date herewith, then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Charles H. Dennis and Minnie E. Dennis shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Charles H. Dennis and Minnie E. Dennis---

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise. It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness. That if the said Charles H. Dennis and Minnie E. Dennis allows the taxes to become delinquent upon said property or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in 5 days thereafter; and the mortgagee, their heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same.

For Release of amended Mortgage see  
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