

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

Iowa State Bank, of Dexter) Filed for record the 2nd day of May A.D., 1924, at 10:40

... of said corporation, by them voluntarily executed.
Made under my hand and Notarial seal of office on the day last above written.
W.W. Andrew,
Notary Public in and for said County

NOTARIAL SEAL

Jennie P. Cline & Husb.) Filed for record the 6th day of May A.D., 1924 at 10/55
to (Mtg. o'clock A.M. #1092 Fee \$.90 Olive Garrison Crawford, Recorder.
Lucinda Olmstead)
This Indenture, Made this 3rd day of April A.D., 1924 between Jennie P. Cline and J.L.

Cline, her husband, of Madison County and State of Iowa, of the first part, and Lucinda Olmstead of Hidalgo County, and State of Texas of the second part, WITNESSETH, That the said parties of the first part, for the consideration of Seven Hundred (\$700.00) DOLLARS, the receipt whereof is hereby acknowledged, to by these presents GRANT, Bargain, Sell and Convey unto the said party of the second part her heirs and assigns, forever, the following described real estate situated in the County of Madison and State of Iowa, to-wit:

Lot Eight (8) and the east twenty (20) feet of Lot Seven (7), all in Block Four (4) Academy Addition to the Town of Earlham.

This mortgage is given to secure a portion of the purchase price of said premises.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said second party and to her heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from any incumbrance, and will Warrant and Defend the Title unto the said party of the second part, her heirs and assigns, against all persons whomsoever lawfully claiming the same. This grant is intended as security for the payment of one certain promissory note of even date herewith executed by Jennie P. Cline and J.L. Cline of said parties of the first part to the party of the second part, said note bearing interest at the rate of 6 per cent. per annum, payable annually, and further described as follows, to-wit:

One Note for Seven Hundred (\$700.00) Dollars, due January 2nd, 1929. Makers have option of paying Fifty (\$50.00) Dollars on any multiple thereof, on the principal on any interest due date. And the said parties of the first part hereby agree, during the life of this mortgage, to pay all taxes and assessments that may be assessed upon said premises before they become delinquent, and to keep the buildings on said property insured against fire in a responsible manner to be approved by the said

Juntus Brothers
For Assignment of General Mortgage see
Mortgage Record 78 Page 23
For Release of annexed Mortgage see
Mortgage Record 57 Page 579

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FOCH, BROTHERS, INC., DES MOINES, IOWA, 50315

party of the second part for the benefit of said second party or assigns, to the extent of \$700.00 and in case it shall become necessary for second part_ or assigns to pay the taxes, assessments or insurance on the aforesaid property this mortgage shall be security for all sums so expended with interest at the rate of eight per cent, per annum. NOW THEREFORE, if the said part_ of the first part, shall promptly pay or cause to be paid said note and interest as aforesaid, and shall perform the other things agreed herein, then this indenture shall be null and void, otherwise in full force and virtue. If the said parties of the first part shall fail to pay any portion of the above mentioned sums, either principal or interest, as the same shall become due, or shall fail to pay all taxes and assessments assessed on said property before same become delinquent, or neglect to keep the buildings on said property insured as herein specified, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable and the said party of the second part, her heirs or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note together with interest and costs, and all insurance, taxes and assessments accrued or paid by said party of the second part, on said real estate, together with interest at the rate of eight per cent per annum on all insurance, taxes and assessments so paid, together with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate.

It is also agreed that in case of default in any respect so that this mortgage can be foreclosed, the rents, profits and possession of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver, with the usual powers to take possession of said property and collect and hold such rents and profits for the benefit of the plaintiff and subject to the order of the Court. Cancellation hereof to be at mortgagor's expense. And the said J.L.Cline hereby relinquishes all right of dower, distributive share, and all rights of any kind whatever in and to the above described premises. IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

IN THE PRESENCE OF
 Jennie P.Cline. (L.S.)
 J.L. Cline. (L.S.)

State of Iowa, Madison County, ss.
 On this 3rd day of May A.D., 1924, before me, a Notary Public in and for said County and State personally appeared Jennie P.Cline and J.L.Cline, her husband, to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors, and acknowledged that they executed the same as their voluntary act and deed. WITNESS my official signature and seal of office at Earlham, Iowa, the day and year last above written.

W.H. Williams,
 Notary Public in and for said County and State.

