

Mortgage Record No. 75, Madison County, Iowa

Charles H. Wicks et ux) Filed for record the 9th day of June, 1924 at 4/45 o'clock
to (Mtg, Deed. P.M. Olive Garrison Crawford,
George W. Curtiss, Trustee) #1273 Fee \$1.70 ✓ Recorder.
This Indenture, Made this twenty-sixth day of February A.D., 1924, between Charles H.

Wicks and Retta Wicks, his wife, of the County of Madison and State of Iowa, first party and George W. Curtiss, Trustee, of Peoria, Illinois, second party: WITNESSETH:

That whereas the said Charles H. Wicks is justly indebted for money borrowed, in the sum of Nine Thousand (\$9,000) Dollars, evidenced by five certain promissory notes of even date herewith, executed by him as follows, to-wit: One Note for \$1,000. payable March 1st, 1929. One Note for \$2,000. payable March 1st, 1929. One Note for \$2,000. payable March 1st, 1929. One Note for \$2,000. payable March 1st, 1929. One Note for \$2,000. payable March 1st, 1929, with interest at the rate of five per centum per annum, payable annually, secured by twenty-five (25) interest notes of even date herewith, payable on the first day of each March. All of said principal and interest notes bear interest from maturity at the rate of eight per centum per annum until paid. Said principal notes are payable to the order of maker and by him endorsed; said interest notes are payable to bearer; all of said notes are payable at the office of the Dime Savings & Trust Co., in the City of Peoria, Illinois.

Now, Therefore, The said first party, in order to secure the payment of the principal and interest notes aforesaid, and in consideration of One Dollar paid by said second party, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said second party, the following described Real-Estate, situate in the County of Madison and State of Iowa, to-wit:

The North Half of the Northwest Quarter; also the Northwest Quarter of the Northeast Quarter, all in Section Twelve (12) in Township Seventy-six (76) North, Range Twenty-nine (29) West of the Fifth (5th) Principal Meridian, containing in all One Hundred Twenty (120) acres, more or less.

Together with the rents, profits and all rights, interests and appurtenances thereunto appertaining, and all the estate, right, title, interest, dower and right of dower, including all rights of homestead and all contingent rights whatsoever of said first party in and to said real estate, and all right to retain possession of said premises, after default in payment, or breach of any covenant herein contained, TO HAVE AND TO HOLD the same to the said Trustee, and his successor in trust forever, for the uses and purposes herein expressed, and the said first party hereby warrants the title against all persons whomsoever.

And the said first party hereby expressly covenants and agrees: (1) To pay the moneys hereby secured at maturity. (2) Neither to commit or permit waste on said premises. (3) To pay all taxes and all assessments on said premises including personal taxes before delinquency; also to repay said second party or the legal holder or holders of said notes, all sums by either of them respectively expended for the repair or preservation of said premises. (4) To procure and keep in force, policies of fire insurance, covering the buildings which now are, or may hereafter be, on said premises, for an amount satisfactory to said second party, so long as any part of the indebtedness hereby

For Release of unrecorded Mortgages see
Mortgage Record 82 Page 245

1924
Fee \$ 25
Entered as Official Mortgage
Quoted Mtg Order #12 see Page 257
Sept 13-1927-4:15 P.M.
W. H. Trauer, Recorder
Elected in 1925 Deputy

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secured shall remain unpaid, in such insurance companies as said second party shall approve, and as shall be at all times satisfactory to him which policies shall contain a clause making the loss or losses thereunder payable to said second party as additional security, and may be subject to mortgagee and subrogation agreements, and shall be delivered to said second party. (5) To pay reasonable attorney fees as by law provided, in case suit is instituted to foreclose this indenture; and in case of any suit or proceedings wherein the holder of said notes or either of them, or said trustee shall be a party thereto on account hereof, to pay their reasonable charges, expenses and attorneys' fees to be fixed by the court in such suit or proceeding, and all costs and expenses in that behalf by them respectively incurred, and the same may be taxed as costs in such suit. Said second party, or the owner of said notes, may pay said taxes, assessments, charges, costs, expenses or attorney's fees, redeem said premises from tax sale, remove all statutory or other liens therefrom or procure said insurance on failure of first party so to do, and all moneys so advanced, with interest at eight per centum, shall be secured by this indenture, and repaid by said first party.

And it is Covenanted and Agreed, That if default shall be made in the payment of the said principal or interest notes or either of them at maturity, or in case any tax is levied or any assessment made by authority of the State of Iowa, or by the county, city or town in which said premises are situate, upon said second party, or upon the legal holder of any of said notes on account of the ownership thereof, or if there shall be a failure to comply with any and every condition of this indenture, then the whole of the indebtedness secured hereby, including all payments, either for liens, taxes, assessments, insurance premiums, attorney's fees, costs, charges, expenses or otherwise, shall at the option of the legal holders of a majority in amount thereof, become due and collectible at once by foreclosure or otherwise, and without notice of broken condition, and this indenture may thereupon be foreclosed to pay the same, and it shall be lawful for the party of the second part at his option, to enter into and upon the premises hereby granted or any part thereof, and to receive all rents, issues and profits thereof.

In case of the foreclosure of this mortgage deed, the second party, or the holder of said notes, or either of them, shall be allowed all costs and expenses in that behalf by them laid out at any time anterior to the entry of the final decree in such suit, whether paid after the commencement of such suit or otherwise, including attorney's fees, and the cost of abstracting the title to said premises, which several sums may be included in the decree entered in such foreclosure.

And it is Further Covenanted and Agreed, That said second party may in his discretion, without first obtaining the consent of the holder of said notes or of any other person who may have any interest in said real estate as owner or otherwise, pay to any grantor herein or to the then legal owner of said premises any moneys collected from any insurance company under the provisions hereof, and no liability shall attach against said second party or the holder of said notes by reason of any payment so made, nor shall the receipt of said moneys, if the same shall be repaid by the trustee to any grantor herein or to any owner of the premises, be deemed to be a payment made on account of the debt, whether such repayment shall be made with the knowledge or consent of the holder of the notes or otherwise. The legal holder of said notes may at his option extend the maturity of the same from time to time upon written agreement executed by any mortgagor herein, his grantee, assigns or legal representatives for such further periods, at such rate of interest and upon such conditions as may be then agreed upon, and no such extension or agreement shall operate to impair the lien of this indenture nor release any maker of said notes from personal liability thereon.

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In Case of the filing of any bill to foreclose this indenture the court shall upon application appoint any competent person a receiver to take possession, control and care of said premises, and to collect the rents and profits thereof and apply the net proceeds to the payment of the debt secured hereby. And it is further agreed that in case of the inability, refusal or neglect of said trustee to act, then Joseph P. Durkin of the City of Peoria, Illinois, is hereby appointed successor in Trust, with the same rights and powers hereby vested in said Trustee.

Provided Always, That if the said first party shall pay the said indebtedness, and shall fully keep and perform all the covenants and agreements herein before expressed, then this indenture shall be released at the cost of said first party.

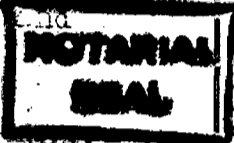
In Witness Whereof, the first party have hereunto set their hands and seals the day and year first above written.

Charles H. Wicks. (Seal)
 Retta Wicks. (Seal)

State of Iowa, Madison County, ss.

On this 28 day of February A.D., 1924, before me, the subscriber, a Notary Public, in and for said County, personally appeared Charles H. Wicks and Retta Wicks, his wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument as grantors, and acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the date last above written.

Harry F. Anderson,
 Notary Public in and for said County.



Notice is hereby given to all persons concerned that George W. Curtiss, Trustee, party of the second part in the foregoing Deed of Trust, and Joseph P. Durkin, Successor in Trust therein, do and each of them does hereby appoint The Cedar Rapids National Bank, in the City of Cedar Rapids and State of Iowa, as the Agent of the said Trustee and said Successor in Trust, upon whom personal service of process upon the Trustee or the said Successor in Trust may be had in any suit or proceeding to which the said Trustee or the said Successor in Trust may be party defendant, affecting or concerning the real estate described in the foregoing Deed of Trust.

Dated at Peoria, Illinois, this 26th day of February A.D. 1924.

George W. Curtiss, Trustee.
 Jos. P. Durkin, Successor in Trust.

Bankers Life Co.) Filed for record the 11th day of June A.D., 1924 at 10/50
 Olive Garrison Crawford