OCH BROTHERS, INC., DES MOINES 20226

FROM

R.H.Cleveland & Wife

TO

F.W.Tyer

Filed for Record the 28th *day of* June *A. D. 19*24, *at* 4/50 *o'clock* P. *M.*

#1367 Olive Garrison Crawford, *Recorder*

By *Deputy*

Fee $.90

This Mortgage Made the 27th day of June 1924, by and between R.H.Cleveland and Hazel Cleveland, his wife, of Madison County, and State of Iowa, hereinafter called the mortgagor, and F.W.Tyer, hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of Seven Thousand and no/100 ($ 7,000.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, his heirs, executors and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The North 100 rods of the West Fractional Half of the Southwest Quarter of Section 31, in Township 77 North, of Range 27, West of the 5th P.M., Madison County, Iowa, (except a tract in the Southwest corner thereof 15 rods North and South and 12½ rods East and West,) containing 56.36 acres, more or less.

This mortgage made to correct error in description of the premises intended to be described in and covered by the Mortgage for $7,000.00, dated March 1, 1918, and recorded in Mortgage Record 65, page 147 of Madison County, Iowa, records, made by R.H.Cleveland (one of the mortgagors herein) and P.B.Cleveland, to F.W.Tyer, it being the intention of said mortgagors in said mortgage to give to F.W.Tyer a purchase price mortgage on the real estate they acquired under the Deed recorded in Deed Record 60, page 144 of said records. It is understood that said P.B. Cleveland is now deceased and that all interest said decedent had in said land herein described at the time of his death has been acquired by the undersigned R.H.Cleveland and that said mortgage was given by said R.H.Cleveland and P.B. Cleveland to secure the payment of a promissory note for $7000 dated March 1,1918,

~~containing in all~~ ~~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 his heirs, executors or assigns, the sum of Seven Thousand and no/100 ($ 7,000.00) Dollars, on the 1st day of March, A. D. 19 28, with interest according to the tenor and effect of the one certain promissory note of the said R.H.Cleveland and P.B.Cleveland to F.W.Tyer, bearing date March 1, 1918 ~~even date herewith~~; principal and interest payable at the office of Security Loan 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.

R.H.Cleveland

Hazel Cleveland

STATE OF IOWA, MADISON COUNTY, } ss.

On this 27th day of June, A. D. 1924, before me, the undersigned, a Notary Public, within and for said County, personally appeared R.H.Cleveland and Hazel Cleveland, his wife, to me known to be the identical persons 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

NOTARIAL SEAL

WITNESS my hand and Official Seal, the day and year last above written.

Harry F. Anderson
Notary Public in and for Madison County, Iowa

The assignee (a corporation) in the annexed mortgage, hereby releases this mortgage this 5th day of March 1930, and I, the executing officer, hereby certify that this release is executed by authority of the Board of Directors of said corporation. Security Loan & Title Company By Harry F. Anderson, Secretary-Treasurer. Assignment recorded in Mtg. Rec. 73 page 298, as interest acquired by virtue of said assignment.

Executed in my presence by Harry F. Anderson, Secretary-Treasurer of said Security Loan & Title Company, known to me to be the Secretary-Treasurer of said corporation.

Mildred E. Smith, County Recorder

For Release of annexed Mortgage see Mortgage Record 82 Page 415

Security Loan & Title Co.

For Assignment of annexed Mortgage see Mortgage Record 73 Page 298