

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC. DES MOINES 17335

Diana Jane Bechtel) . Filed for record the 11th day of September A.D., 1924  
to (Mtg. at 10:35 o'clock A.M.  
Perry Thompson )#1725 Fee\$1.00 Olive Garrison Crawford, Recorder.

Know All Men by These Presents: That Diana Jane Bechtel, widow, of Madison County, and State of Iowa in consideration of the sum of Four Hundred and No/100 DOLLARS; in hand paid by Perry Thompson of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said Perry Thompson the following described premises situated in the County of Madison and State of Iowa to-wit:

Lots One (1) and Two (2) in Block Seventeen (17) in the Original Town of Earlham, Iowa.

Option is given to pay \$100.00 or any multiple thereof on any interest payment date.

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And I hereby covenant with the said Perry Thompson that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said ----- hereby relinquish right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Diana Jane Bechtel heirs, executors or administrators shall pay or cause to be paid to the said Perry Thompson executors and administrators or assigns, the sum of Four Hundred-----Dollars, on the 28th day of August 1927. ---Dollars, on the---day of-----19-----Dollars, on the-----day of-----19----- ---Dollars, on the---day of-----19-----Dollars, on the-----day of-----19----- ---Dollars, on the---day of-----19-----Dollars, on the-----day of-----19----- ---Dollars, on the---day of-----19-----Dollars, on the-----day of-----19----- ---Dollars, on the---day of-----19-----Dollars, on the-----day of-----19----- with interest thereon according to the tenor and effect of the one promissory note of the said Diana Jane Bechtel payable to Perry Thompson bearing even date then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Diana Jane Bechtel 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 Diana Jane Bechtel shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$ \_\_\_\_\_, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said Diana Jane Bechtel fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from Diana Jane Bechtel with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

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 Diana Jane Bechtel allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if she fail to pay the interest on said note promptly as the same becomes due. the note

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secured hereby shall become due and payable in-----days thereafter; and the mortgagee his heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Diana Jane Bechtel in addition to the amount of said debt, interest and costs, agrees to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 28th day of August 1924.

Witness to her mark  
J.E. Clarke  
W. H. Williams

her  
Diana Jane X Bechtel  
mark

STATE OF IOWA, Madison County, ss. On this 28th day of August A.D., 1924, before me personally appeared Diana Jane Bechtel, a widow, to me know to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Wallace G. Jackson  
Notary Public in and for said County.



Filed for record the 11th day of September A.D. 1924