

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES, IOWA 17335

Fred R. Tucker & wife) Filed for record the 11th day of September A.D.,
 to (Mtg. 1924 at 11:00 A.M.
 Guthrie County National Bank)#1731 Fee\$1.30 ✓ Olive Garrison Crawford, Recorder.

KNOW ALL MEN BY THESE PRESENTS: That Fred R. Tucker and Jessie Tucker, husband and wife, of the county of Guthrie and State of Iowa, party of the first part in consideration of Thirty Five Hundred & NO/100 DOLLARS in hand paid by Guthrie County National Bank of the County of Guthrie and State of Iowa party of the second part, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, his

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heirs and assigns forever the following described real estate, lying and being situated in the county of Madison and State of Iowa, to-wit:

The Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) except 17-7/9 rods thereof, and the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and a part of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) described as follows: Commencing at the Northwest corner of the said forty (40) acre tract, running thence south forty (40) rods thence east Twenty-three (23) rods to the west bank of Grand River, thence in a North-easterly direction following the meandering of said river to the part where the north line of said forty (49) acre tract crosses said river, thence west to the place of beginning, and all that part of the south half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) lying and being west of Grand river and the North one-half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and all of that part of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) lying and being Southwest, west and Northwest of Grand River as the same runs through said ten (10) acre tract, all in Section Seventeen (17) and the west half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Sixteen (16) described as follows: Commencing at the Northwest corner of said Forty (40) acre tract running thence east fifty-six (56) rods, thence in a southwesterly direction to a point on the south line of the North Half ($\frac{1}{2}$) of said Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) forty (40) rods east of the west line of said forty (40) acre tract, thence west forty (40) rods, thence north forty (40) rods to the place of beginning, all of said land being in Township Seventy-four (74) North of Range Twenty-nine (29) west of the 5th. P.M. Iowa, containing in all one hundred forty-three and one-half acres ($143\frac{1}{2}$) more or less. the intent of this mortgage being to convey all of the land conveyed to Fred R. Tucker.

subject to incumbrances as follows, to-wit: A first mortgage for \$9000.00 drawing 5 per cent interest, due March 1st, 1928, and a second mortgage for \$3000.00 drawing 5-1/2 per cent interest, due March 1st, 1926.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging unto the said second party and to his heirs and assigns forever. The said party of the first part hereby covenants that the above described premises are free from any incumbrances except as above stated and that we will WARRANT AND DEFEND the title unto the said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claiming the same, excepting above incumbrances. Provided always, and these presents are upon this express condition, that if the said mortgagor, heirs, executors, administrators, or assigns, shall pay the said mortgagee, his heirs, executors, administrators, or assigns the sum of Thirty Five Hundred & NO/100 Dollars on the-----day of July 1925-----Dollars on the-----day of----19 Dollars on the --- day of----19

with interest thereon payable semi-annually at the rate of 8 per cent per annum according to the tenor and effect of the one promissory note of the said mortgagor payable to said mortgagee or order and bearing even date herewith then these presents to be void, otherwise to remain in full force.

The grantors also further agree to pay all taxes or assessment levied on said described premises when the same shall be due and before the same or any part thereof shall become delinquent, and to permit said mortgages above described to become defaulted or breached or delinquent in no respect. In default of the grantors to pay such taxes or assessments when due, then the grantee herein, his executors, adminis-

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trators, or assigns may pay such taxes or assessments or either; and shall receive 8 percent interest payable semi-annually, on all such payments from the date thereof and this mortgage shall stand as security for all such payments for taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to pay such taxes or assessments, or any interest or principal when due, or upon any interest or principal becoming due and unpaid upon any of the above described mortgages, or upon any of said mortgages becoming in any way due and payable, the grantee, his executors, administrators or assigns may declare the whole sum hereunto remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney, and cost or expense of an abstract of title for said premises that shall be allowed and taxed as costs in event of foreclosure hereof, or other equitable or legal action hereunder.

1. If grantors fail to pay any taxes or assessments levied on said premises before the same or any part thereof becomes delinquent, or permit any prior encumbrance or any part thereof, including interest thereon, to remain unpaid after maturity, or violates any of the terms or covenants thereof, or of this mortgage, or if, any attachment or execution is levied upon the above described premises, or if any installment of interest on this mortgage remains unpaid after the same becomes due the grantee or mortgagee herein may take immediate possession of said premises and collect the rents and profits thereof until the debt secured thereby is fully paid; or any court of record may appoint a receiver for said premises on the application of said grantee or mortgagee, or said grantee or mortgagee may at once foreclose this mortgage.

And said Jessie Tucker hereby relinquishes her right of dower in the foregoing described real estate, subject to the above reservations and conditions.

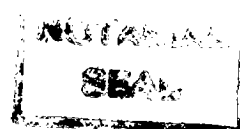
Signed by the party of the first part this 16 day of July A.D., 1924.

Fred R. Tucker.
Jessie Tucker.

STATE OF IOWA, Guthrie County, ss: On this 10th day of Sept., A.D. 1924, before me, a Notary Public in and for said County, personally appeared Fred R. Tucker and Jessie Tucker, husband and wife to me personally known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto and acknowledged the execution of the same to be their voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

Velma E. Spurgin
Notary Public in and for said County.



(Charles Savings Bank)

Filed for record this 11th day of September A.D.
1924 at 11:05 o'clock A.M.