

JCH BROTHERS, INC., DES MOINES 20226

FROM  
Wilbert E. Hogue & wife  
TO  
Security Loan and Title Co.

Filed for Record the 20th day of September  
A. D. 1924, at 2:45 o'clock P. M.  
#1797  
Oliva Garrison Crawford Recorder  
By Paul Lucas Deputy  
Fee \$.80

This Mortgage Made the 20th day of September 19 24, by and  
between Wilbert E. Hogue and Nellie Hogue, husband and wife,  
of Madison County, and State of Iowa hereinafter called the mortgagor, and  
Security Loan and Title Company of Winterset, Iowa.  
hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of Eight Hundred and No/100  
(\$ 800.00 ) DOLLARS,  
paid by the mortgagee, do hereby convey to the mortgagee, its successors and assigns,  
forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

Out Lots Eleven (11) and Twelve (12) of the North West Quarter ( $\frac{1}{4}$ )  
of the North East Quarter ( $\frac{1}{4}$ ) of Section Eleven (11) in Township Seventy-  
four (74) North, Range Twenty-seven (27) West 5th P. M. Iowa, except the West  
31 feet of said above described out lots: also covering the machinery and  
equipment used by said mortgagors in the operating of and conducting a  
garage and automobile repair shop in the brick building located on the  
above described real estate.

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 its successors or assigns,  
the sum of Eight Hundred and No/100 (\$800.00 ) Dollars,  
on the 20th day of September, A. D. 19 27, with interest  
according to the tenor and effect of the one certain promissory note of the said  
bearing even  
Wilbert E. Hogue and Nellie Hogue  
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 mort-  
gage, 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 mort-  
gagor 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.

Wilbert E. Hogue  
Nellie Hogue

STATE OF IOWA, }  
MADISON COUNTY, } ss.

On this 20th day of September, A. D. 1924, before me,  
the undersigned, a Notary Public, within and for said County, personally appeared  
Wilbert E. Hogue and Nellie Hogue, husband and 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

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

L. P. Jackson  
Notary Public in and for Madison County, Iowa

NOTARIAL  
SEAL

I, the mortgagee (a corporation) in the annexed mortgage, hereby releases this mortgage of record this 17th day  
of April 1926, and I, the executing officer hereby certify that this release is executed by authority  
of the Board of Directors of said corporation. Executed in my presence by Harry A. Anderson, Secretary,  
of said Security Loan and Title Company of Winterset, Iowa, known to me to be  
a duly authorized officer of said corporation.  
Blanche B. De Haven  
County Recorder  
by Paul Lucas, Deputy