

# Mortgage Record No. 75, Madison County, Iowa

Charles H. Dennis and Wife) Filed for record the 24th day of September A.D.  
 to (Mtg. 1924 at 10:40 o'clock A.M.  
 Exchange State Bank, } #1824 Olive Garrison Crawford, Recorder.  
 Stuart, Iowa. } Fee \$ .90 Paul Lucas, Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, Charles H. Dennis and Minnie E. Dennis, his wife, mortgagors, of the County of Madison and State of Iowa, in consideration of the sum of Thirty-nine Hundred DOLLARS, in hand paid by Exchange State Bank of Stuart, Iowa, mortgagee, of the County of Guthrie and State of Iowa, do hereby sell and convey unto the said Exchange State Bank of Stuart, Iowa, the following described premises situated in the County of Madison and State of Iowa to-wit:

The North ninety-two and fifty-two one-hundredths acres of the Northwest Quarter of Section Thirty, Township Seventy-sevan, North, Range Twenty-nine West of the Fifth P.M.

This mortgage being given to correct the description of the real estate intended to be conveyed by us in a certain Real Estate Mortgage made and executed by us on the 22nd day of April, 1924, which said Real Estate Mortgage was filed for record on the 23rd day of April, A.D. 1924, at 10:25 o'clock A.M., and Recorded in Book 75, on Page 522 of Madison County Records.

And we hereby covenant with the said Exchange State Bank of Stuart, Iowa, that we hold said premises by title in fee simple; that we 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 the said mortgagors and each and all of them hereby relinquish all rights of dower and homestead in and to the above described premises., except a first mortgage of \$9000., to which this is subsequent. PROVIDED ALWAYS, and these presents are upon this express condition that if the said Charles H. Dennis and Minnie E. Dennis, their heirs, executors or administrators shall pay, or cause to be paid, to the said Exchange State Bank of Stuart, Iowa, its heirs, administrators or assigns, the sum of

Thirty-nine Hundred-----Dollars on the 1st day of March,-----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-----

with interest thereon according to the tenor and effect of the said promissory note of the said Charles H. Dennis and Minnie E. Dennis, payable to Exchange State Bank of Stuart, Iowa, at the Exchange State Bank of Stuart, Iowa, and bearing even date herewith, then these presents to be void, otherwise to remain in full force. It is Hereby Expressly agreed that said Charles H. Dennis and Minnie E. Dennis shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and further it is agreed that said mortgagee, or its assigns at any time during the existence of the indebtedness secured hereby, or any part of it, shall have the right, and is hereby authorized by said mortgagors to pay any or all liens of any kind, prior or subsequent that may in any manner affect the rights of said mortgagee, or its assigns in the premises herein conveyed, and for the re-payment of all moneys so paid, with interest thereon from the date of such payment, at the rate of 8 per cent per annum, payable annually, this indenture shall be security in like manner and with like effect, as for the payment of said note and interest. It is further expressly agreed that if the said Charles H. Dennis and Minnie E. Dennis allow the taxes to become delinquent upon said property, or permit the same or any part of it to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, then the note secured hereby shall, at the option of the holder of this mortgage, become due and payable in 30 days thereafter, and the mortgagee, its heirs, administrators or assigns may thereupon proceed to foreclose the same, then the said Charles

For Release of annexed Mortgage see Mortgage Record 78 Page 53