

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

its successors and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The Southwest Quarter of the Southwest Quarter (except the North 1 rod in width thereof) of Section 14; the Southeast Quarter of the Southeast Quarter (except the right-of-way of the Chicago, Burlington & Quincy Railroad Company as the same is now located across said 40-acre tract) of Section 15; the West Half of the Northwest Quarter, the North Half of the S outhwest Quarter (except the right-of-way of the Chicago, Burlington & Quincy Railroad Company as the same is now located across said 80-acre tract), the West Half of the Northwest Quarter of the Southeast Quarter, and the East 30 acres (except the East 21 feet in width thereof) of the Southwest Quarter of the Southeast Quarter of Section 23; all in Township 74 North, of Range 26, West of the 5th P.M. Madison County, Iowa.

This mortgage made in pursuance of Order of the District Court of Madison County, Iowa, entered October 2, 1924, and subsequent orders.

containing about 290 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 the mortgagee, its successors or assigns the sum of Ten Thousand and no/100 (\$10,000.00) Dollars, on the 15th day of October, A.D. 1927, with interest according to the tenor and effect of the four certain promissory notes of the said mortgagors above named, bearing 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 the 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.

The mortgagee (a corporation) in the annexed mortgage, hereby releases this mortgage of record No. 75 of Madison County, Iowa, entered October 2, 1924, 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 *Paul A. Fitch* known by me to be the Secretary of said corporation. *Paul A. Fitch* County Recorder

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WACH BROTHERS, INC., DES MOINES, IOWA

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.

W. Doyle Roby as Administrator With Will
annexed of the Estate of
Albert Evans Roby, Deceased.

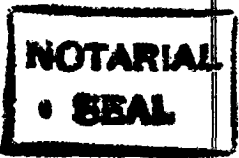
Wilma L. Roby

W. Doyle Roby
Bessie M. Roby

STATE OF IOWA, Madison County, ss: On this 15th day of October, A.D. 1924, before me, the undersigned, a Notary Public, within and for said County, personally appeared W. Doyle Roby and wife, Wilma L. Roby; and Bessie M. Roby, unmarried, 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.



State of Iowa, Madison County, ss: On this 15th day of October A.D. 1924 before me, the undersigned, a Notary Public within and for said County, personally appeared W. DOYLE ROBY as Administrator with Will annexed of the Estate of A. E., (or Albert Evans) Roby, deceased, to me known to be such Administrator and the identical person named in and who executed the foregoing Mortgage as one of the makers thereof, and acknowledged the execution of the same to be his voluntary act and deed as such Administrator, for the uses and purposes therein expressed.

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



State of Iowa, Madison County, ss: -DISTRICT COURT- I, Minnie A. Tyer, Clerk of the District Court within and for Madison County, Iowa, hereby certify that the foregoing Mortgage made by W. Doyle Roby as Administrator with Will annexed of the Estate of Albert Evans Roby, deceased, to the Security Loan and Title Company, of Winterset, Iowa, was by said Administrator returned into Court for approval, and on October 20, 1924 Order was entered by W. S. Cooper, Judge of said Court, approving said Mortgage, and directing that the approval be endorsed thereon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at Winterset, Iowa, this 20th day of October, A.D. 1924.

(District Court Seal)

Minnie A. Tyer.
Clerk of the District Court within and for Madison
County, Iowa.