

Mortgage Record No. 75, Madison County, Iowa

Winifred Frazier)
G. W. Frazier)
to (Mtg.
St Charles Savings Bank) #2301

Filed for record the 19th day of December A.D.
1924 at 11:20 o'clock A.M.
Olive Garrison Crawford, Recorder.
Deputy.
Fee \$.90 Paul Lucas,

This Indenture, Made the 23rd day of Sept. A.D. nineteen hundred Twenty four between Winifred Frazier and G. W. Frazier, wife & Husband of Warren County, and State of Iowa. of the first part, and St Charles Savings Bank, of Madison County, and State of Iowa of the second part, WITNESSETH: That the said parties of the first part, for the consideration of Four Hundred 00/100 DOLLARS, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part heirs and assigns, forever, the following described Real Estate, lying and being situated in the County of Madison and State of Iowa, to-wit:

Lot Six (6) in the North East Section of the original town of St Charles, Iowa.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, including homestead, unto the said second party and heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from any incumbrance, and will WARRANT AND DEFEND the title unto the said party of the second part, their heirs and assigns, against all persons whomsoever lawfully claiming the same. Provided always, and these presents are upon this express

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FOCH BROTHERS, INC., DES MOINES 17335

condition, that if the said Winifred Frazier heirs, executors or administrators, shall pay or cause to be paid to the said St Charles Savings Bank executors and administrators, or assigns, the sum of Four hundred 00/100 Dollars, on the 23rd day of Sept. 1925-----Dollars, on the ----day of -----19-----Dollars, on the----day of----19----- with interest thereon according to the tenor and effect of the Coupon Promissory Note of the said Winifred Frazier and G. W. Frazier payable to St Charles Savings Bank, bearing date Sept. 23, 1924 then these presents to be void, otherwise to remain in full force.

AND IT IS EXPRESSLY AGREED, That said Mortgagor shall, while any part of this debt remains unpaid, neither permit nor commit any waste on said premises; shall pay all taxes on said premises when due; and shall keep the buildings thereon insured in a responsible company, up to \$400.00 payable in case of loss to the holder of this Mortgage as his interest may appear.

AND IT IS FURTHER AGREED, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described Real Estate shall remain unpaid for the space of one month after the same are due and payable, or if said Mortgagor shall fail to keep the buildings on said premises insured up to \$400.00, payable, in case of loss, to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, the said party of the second part, heirs or assigns, may proceed, by foreclosure or in any other lawful mode, to make the amount of said note, together with all interest and costs, and all taxes and assessments accrued on said Real Estate, together with a reasonable fee for the plaintiff's attorney, out of the aforesaid Real Estate.

AND IT IS ALSO AGREED, That if the Mortgagor neglect to pay taxes, or to effect insurance, the holder hereof may pay said taxes or effect said insurance, adding the amount so paid to the sum next falling due, with interest thereon at 8 per cent until repaid.

And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom, for payment of Mortgaged debt including attorney's fees and receiver's costs and expenses, and may discharge the usual duties of receiver.

And G. W. Frazier husband of the said Winifred Frazier hereby relinquishes his right of dower in the real estate herein mentioned, subject to the above reservations and conditions.

IN TESTIMONY WHEREOF, The said parties of the first part, have hereunto set their hand_ and seal_ the day and year first above written.

Winifred Frazier (L.S.)
G. W. Frazier (L.S.)

STATE OF IOWA, Madison County, ss: On this 23rd day of September A.D. 1924, before me G. L. Archer, a Notary Public in and for said County personally appeared Winifred Frazier and G. W. Frazier Wife and Husband to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto and acknowledged that they executed the same as ___ voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

G. L. Archer
Notary Public in and for said County.

