

Mortgage Record No. 75, Madison County, Iowa

Koch Brothers, Inc., Des Moines 17335

Blaine Miles & wife) Filed for record the 21st day of February A.D., 1924, at
 to (Mtg. #314 10/15 o'clock A.M.
 H.H. Burd) Fee \$.80 ✓ Olive Garrison Crawford, Recorder.
 This Mortgage, made the 22nd day of January A.D., 1924, by and between Blaine Miles and

wife Evelyn Bessie Miles, of Madison County and State of Iowa, hereinafter called the mortgagors, and H.H. Burd hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Two Thousand (\$2000.00) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

Lots Five (5), Six (6), Seven (7), Eight (8) in Blk. Seven (7) of Pitzer & Knight's Addition to the city of Winterset, Iowa, containing in all ---acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever. All rights of homestead and contingent interests known as Dower, or how ever else, are hereby conveyed. To be void upon the following conditions: **FIRST.** That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of Two Thousand (\$2000.00) Dollars, on the 1st day of October A.D. 1926, bearing 6% interest from October 1st, 1923, interest payable annually on October first of each year, and with option to pay \$100.00 or any multiple at any time interest is due, with interest at the rate of 6 per cent per annum, payable annually according to the tenor and effect of the one certain promissory note without coupons attached, of the said Blaine Miles and Evelyn Bessie Miles, dated Feby. 20th, 1924; principal and interest payable at the office of Jno. A & W.T. Guier, at Winterset, Iowa. **SECOND.** That the mortgagors 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 their insurable value, and deliver to the mortgagee the policies and renewal receipts. **THIRD.** The mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagors fail either to so 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 constitute a part of the debt 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 such payments.

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 sums hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and hereby is, authorized to take immediate possession of all said property, and to rent the same, and shall be held liable to account to mortgagors 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 in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner. IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Blaine Miles.
 Evelyn Bessie Miles.

State of Iowa, Madison County, ss.
 On the 20th day of February A.D. 1924, before the undersigned, a Notary Public in and for said County, came Blaine Miles and wife Evelyn Bessie Miles, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and Notarial Seal, the day and year last above written.
 W.T. Guier.

NOTARIAL

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 19th day of March, 1924.
H. H. Burd
Witnessed by Olive Garrison Crawford, Recorder.