

# Mortgage Record No. 75, Madison County, Iowa

J.R.Cummings & wife) Filed for record the 25th day of February A.D.1924 at 11/35  
 to (Mtg. #347 o'clock A.M.  
 Maynard Savings Bank) Fee \$ .90 ✓ Olive Garrison Crawford, Recorder.  
 Know All Men by These Presents: That J.R.Cummings and Nellie M.Cummings, his wife, of

Fayette County and State of Iowa, in consideration of the sum of Fourteen Hundred Dol-  
 lars in hand paid by Maynard Savings Bank of Fayette County, and State of Iowa, do  
 hereby Sell and Convey unto the said Maynard Savings Bank. the following described  
 premises, situated in the county of Madison and State of Iowa, to-wit:

The West Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-four (24), Town-  
 ship Seventy-five (75) North Range Twenty-nine (29) West of the 5th P.M. containing 80  
 acres, together with all future rents, issues and profits of said premises.

And we hereby covenant to Warrant and Defend the said premises against the lawful  
 claims of all persons whomsoever, except --- and we hereby release all our right of  
 homestead and dower interest therein. The above sale and conveyance is, however made  
 upon the following express conditions; that J.R.Cummings and Nellie M.Cummings shall  
 pay or cause to be paid, the sum of Fourteen Hundred Dollars, according to the tenor  
 and effect of one certain promissory note described as follows: Fourteen Hundred  
 Dollars, due March 1st, 1929, Dollars, due---192- --Dollars, due---- 192- Dollars,  
 due---192- bearing even date herewith, payable to the order of said Maynard Savings  
 Bank, with interest thereon from March 1st, 1924, at the rate of 6 per cent.per annum,  
 payable annually, and any and all taxes levied and assessed upon said notes or to the  
 owner or holder of same by reason thereof, then the above sale and conveyance shall be  
 void, but otherwise it shall remain in full force and effect.

And it is hereby agreed that, if the said mortgagors allow any taxes upon any part  
 of said premises to become delinquent and remain unpaid, or allow any part thereof to  
 be sold for taxes, or fail to insure the buildings on premises in a reliable stock  
 company in an amount equal to two-thirds the value thereof, payable to mortgagee, or  
 fail to pay any of the notes herein described or the interest due thereon as the same  
 becomes due, or commit waste on said premises, or if any tax or assessment shall be  
 made upon said loan or against the owner or holder thereof by reason of same, shall  
 cause the entire principal sum hereby secured and all interest accrued thereon, at  
 the option of the mortgagee or assigns, to become immediately due and payable and the  
 mortgagee, heirs or assigns, may, without demand or notice upon mortgagors or grantees,  
 proceed at once to foreclose this mortgage. It is further agreed that for the protect-  
 ion of the lien created by this mortgage, the holder of the notes herein described,  
 may pay off any liens or liens on said land, for taxes or otherwise, whether prior or  
 subsequent, that may in any manner affect the title to said premises and any taxes  
 levied against the holder of said notes, for same and the money so paid shall immedia-

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FOCH BROTHERS, INC., DES MOINES, IOWA 50319

shall stand security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a reasonable attorney's fee, which shall be included in the judgment in such foreclosure case. It is also agreed that in case of default in any respect, so that this mortgage can be foreclosed, the mortgagee, heirs or assigns, shall, before or on the commencement of an action to foreclose this mortgage, or at any time thereafter, be entitled to the appointment of a receiver, who shall have power to take and hold the possession of said premises and to rent the same and to collect the rents and profits therefrom, for the benefit of said mortgagee, heirs or assigns, and subject to the order of court, and such right shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in such foreclosure, and the right to have such receiver appointed on application of mortgagee, shall exist regardless of the fact of the solvency or insolvency of the mortgagor, and regardless of the value of said mortgaged premises or the waste, loss and destruction of the rents and profits of said mortgaged premises, during the statutory period of redemption. Cancellation hereof to be at mortgagor's expense.

Dated this 23rd day of Feb., 1923.

J.R. Cummings  
Hellie L. Cummings.

State of Iowa, Fayette County, ss.

On this --- day of --- A.D., 192- before me, a Notary Public, in and for said County, personally appeared J.R. Cummings and Hellie L. Cummings to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors and acknowledged that they executed the same as their voluntary act and deed. Made under my hand and seal of office the day and year last above written.

Fred C. Warkke,  
Notary Public in and for said County.