

Mortgage Record No. 75, Madison County, Iowa

FOOT BROTHERS, INC., DES MOINES, IOWA

Corporation by authority of its Board of Directors, and that said L.B. Barthelomew (for himself personally) and as such officer) acknowledged said instrument to be the voluntary act and deed of said Corporation, by him voluntarily executed

NOTARIAL SEAL

James E. Bradbury,
Notary Public.

Geo. F. Dopheide & wife) Filed for record the 4th day of March A.D. 1924, at 11 o'clock
to (Mtg. #494 A.M. Olive Garrison Crawford,
Bernardina Dopheide) Fee \$1.20 ✓ Recorder.
Know All Men By These Presents: That Geo. F. Dopheide and Bertha Clark Dopheide, his

wife, of Guthrie County, Iowa, parties of the first part, for and in consideration of the sum of Twenty Thousand Nine Hundred Forty and no/100 (\$20,940.00) DOLLARS, in hand paid by Bernardina Dopheide, party of the second part, the receipt of which is hereby acknowledged, have Bargained and Sold, and by these presents, do Grant and Convey unto the said second party the following described real estate, situated in Madison County,

Iowa, to-wit: The East Three Fourths and the North West Quarter of the North West Quarter and one acre off the South side of the South West Quarter of the North West Quarter, all in Section Seventeen, and the following described tract, to-wit: Commencing at the South East Corner of Section Eight, Township Seventy-five North, Range Twenty Nine West of the 5th P.M., Iowa, and running thence 20½ degrees West to a point intersecting the center of Middle River, thence following said river in a North-westerly direction to a point 15 rods North of the South line of said Section Eight, thence West to a point 34 rods West of the East line of said Section Eight, thence South 15 rods to the South line of said Section Eight, thence East 34 rods to the place of beginning, all in Township Seventy Five North, Range Twenty-nine West of the 5th P.M., Iowa, containing 523 acres more or less according to Government survey.

For the purpose of obtaining this credit, the said Geo. F. Dopheide and Bertha Clark Dopheide represent to and covenant with said second party that they are the absolute owners of said premises; and that same are free and clear of any incumbrance.

PROVIDED, ALWAYS, and these presents are upon the following express conditions: That if the said Geo. F. Dopheide and Bertha Clark Dopheide shall pay to the second party the sum of Five Thousand and no/100 Dollars on the 1st day of March, 1929. Five Thousand and no/100 Dollars, on the 1st day of March, 1929. Nine Thousand Three Hundred Forty-two Dollars, on the 1st day of March, 1929. Fifteen Hundred Ninety Eight and no/100 Dollars, on the 1st day of March, 1925, with interest from March 1st, 1924, until due at the rate of 6 per cent per annum, payable annually, and eight per cent per annum on all principal and interest after due, as stipulated in the promissory note hereby secured, by the said Geo. F. Dopheide and Bertha Clark Dopheide, dated March 1st, 1924; and shall pay all other sums for which said first parties may be, or become indebted to said second party, at any time during the life of this mortgage, then these presents to be void, otherwise to remain in full force and virtue. The second party wherever mentioned herein, is intended to include the successors and assigns of the above named mortgagee.

And it is expressly agreed that the second party may make any interest payment before the same becomes due upon any incumbrance against said premises which is superior to this mortgage, and notify said first parties thereof; and that, unless said first parties within fifteen days after such interest payment is originally due, repay to second party such interest so paid; or, in event of the non-payment of any interest secured hereby when due; or the failure of the said first parties to pay all taxes and assessments levied upon said mortgaged premises before the same become delinquent; or to pay all superior liens upon said premises promptly as the same become due; or to keep and maintain said premises and the buildings and improvements thereon in as good repair, substantially, as they are now; or keep said buildings insured during the existence of this mortgage for their full insurable value and not less than \$1500. in such insurance companies as shall be approved by second party, and deliver such insurance

For Release of certain Mortgage
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FOCH BROTHERS, INC., DES MOINES 17335

to the second party as further security for the payment of the sums herein mentioned, the proceeds thereof in the event of loss, payable to said second party as her interest may appear; or, upon the breach by said first parties of any of the agreements, stipulations, covenants or conditions herewith mentioned; the whole amount of the principal and interest secured hereby shall, at the option of the second party, become upon the exercise of such option, immediately due and payable, and no demand for fulfillment of any broken condition, or notice of election to consider said debt due and foreclose this mortgage, shall be necessary previous to commencing legal proceedings to collect said debt, or any part thereof, or to foreclose this mortgage. And second party may, if so elect, pay any delinquent taxes, or any past due interest or principal on any lien against said premises that is superior to the lien of this mortgage, or provide such insurance, and any money expended by second party as herein authorized shall become a part of the principal secured by this mortgage in addition to the sums above provided for, and shall draw interest at eight per cent per annum from the date so expended. And in case of the institution of legal proceedings, by foreclosure or otherwise, to collect said indebtedness, an attorney's fee, as provided by law, and also the cost and expense of an abstract of title to said premises necessary to such foreclosure, shall be allowed therefor and added to such indebtedness and secured hereby, and such attorney fees shall be taxed as part of the costs in favor of plaintiff in any judgment or decree rendered in such proceedings.

It is further expressly agreed and understood that, in case of default in any respect, resulting in foreclosure proceedings hereon, the same shall be conclusive evidence that the said mortgaged property is insufficient to pay the indebtedness secured hereby, and in that event the rents and profits of said real estate and its appurtenances, both before and after execution sale thereunder, are hereby pledged to the payment thereof; and that, as auxiliary, to and in aid of such foreclosure proceedings, the owner hereof shall, at the time of commencing such action, or at any time subsequent thereto until the indebtedness secured hereby is fully paid, be entitled without any further showing, to have a receiver appointed and to take possession of said mortgaged premises and rent the same and collect the rents, issues and profits arising therefrom, and apply the same to the payment of the indebtedness secured hereby; and if said premises should fail to sell for sufficient at execution sale to satisfy the judgment rendered therein, interest and costs, the said receivership shall be continued thereafter and during the statutory period for redemption from such execution sale, or until the proceeds of such rents and profits so collected are sufficient to pay such deficiency and all costs of such receivership, and any decree of foreclosure rendered therein shall so provide.

Recording of satisfaction hereof to be at mortgagor's expense.

Dated this day of February A.D., 1924. Geo. F. Dopheide.
Bertha Clark Dopheide.

State of Iowa, Guthrie County, ss.

On this 25 day of February A.D., 1924, before me personally appeared Geo. F. Dopheide and Bertha Clark Dopheide, his wife, to me personally known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

M. J. Hallinan,
Notary Public in and for said
County and State.

NOTARIAL
SEAL

J. E. & Margaret Cettys) Filed for record the 5th day of March A.D. 1924 at 10 o'clock