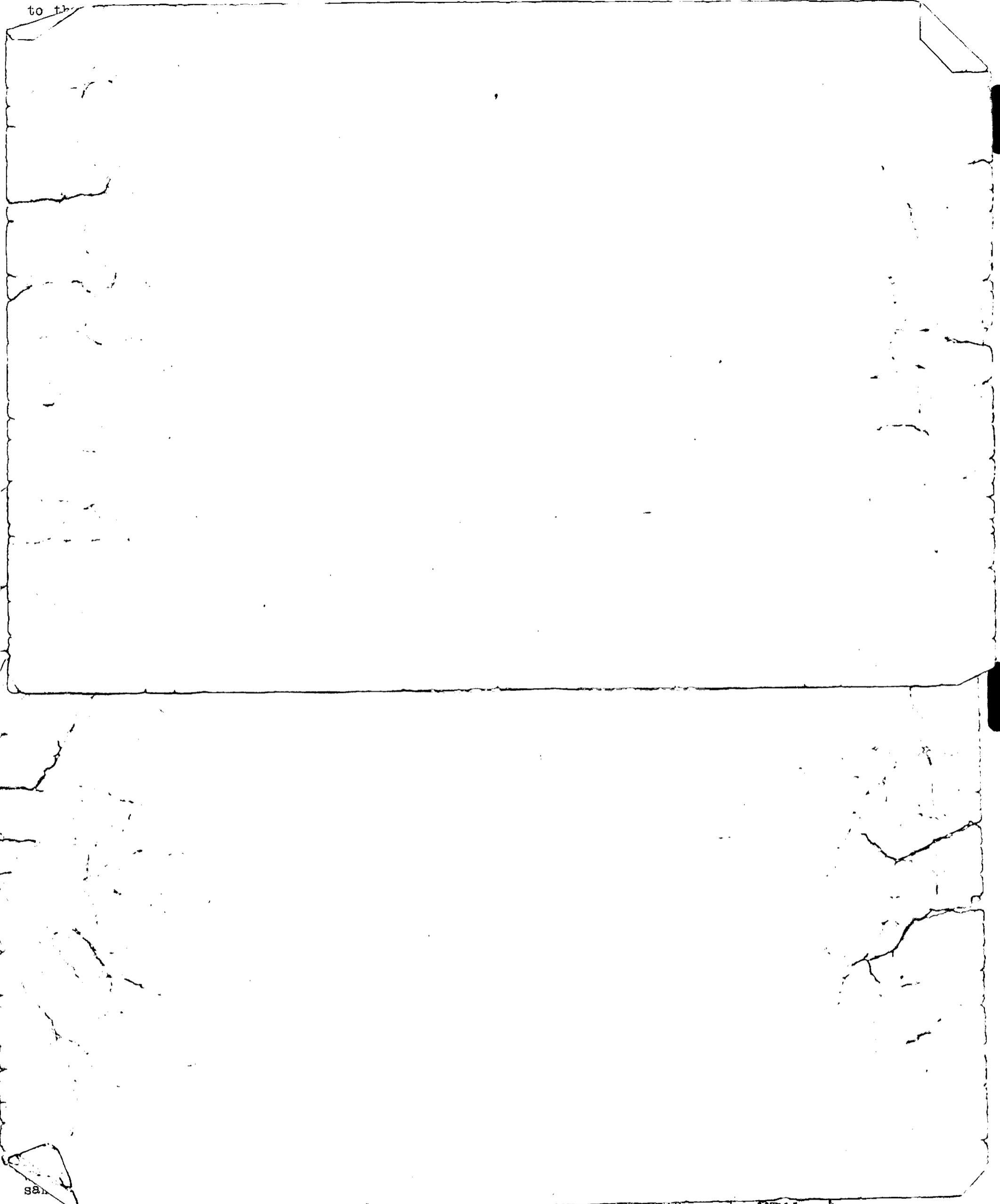


Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

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County and State.

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J.E. & Margaret Gettys) Filed for record the 5th day of March A.D., 1924 at 10 o'clock
 to (Mtg. #506 A.M. Olive Garrison Crawford,
 Truro Savings Bank) Fee \$.90 Recorder.
 Know All Men by These Presents: That J.E. Gettys and Margaret Gettys of the County of

Madison and State of Iowa, the mortgagor, in consideration of the sum of Two Thousand and no/100 Dollars, in hand paid, do hereby sell and convey unto Truro Savings Bank, the mortgagee, the following described premises, situated in the County of Madison, State of Iowa, to-wit: Fractional North one half ($\frac{1}{2}$) of the Northwest one fourth ($\frac{1}{4}$) Section Two (2) and the North Twenty-five (25) acres of the Northeast one fourth ($\frac{1}{4}$) of the Northeast One fourth ($\frac{1}{4}$) Section Three (3), Township Seventy-four (74) North, Range

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Twenty-six (26) West of Fifth P.M. This mortgage is taken subject to a First Mortgage of \$4800.00, and which the mortgagors declares belongs to ourselves under legal title.

The intention being to convey hereby an absolute title in fee simple, including all rights of homestead, TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereto belonging, together with all the rents, issues, profits and increase of said premises, to the said Truro Savings Bank and to their successors or assigns forever. PROVIDED ALWAYS, and these presents are upon the express condition that if the said J.E. Gettys and Margaret Gettys, heirs, successors, grantees, administrators or assigns, shall pay or cause to be paid, to the said Truro Savings Bank, successors or assigns, the sum of Two Thousand Dollars, (\$2000.00) on the 9 day of February, A.D., 1927, at Truro Savings Bank, with interest thereon at the rate of 6½ per cent. per annum, until maturity, and eight per cent thereafter until the same is fully paid, according to the tenor and effect of the bond and interest notes of the said J.E. Gettys and Margaret Gettys, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment of the said interest or any part thereof when same becomes due, or in case of the non-payment of any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent, or on a failure to keep the buildings on said premises insured in some fire insurance company, which policy or policies shall be issued through the agency of the --- or its representatives, in the sum of \$--, loss payable to the mortgagee, or a failure to pay any interest on any prior incumbrances when same becomes due, or the principal of any prior incumbrance when same becomes due, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable, and this mortgage may at the option of the mortgagee or assigns become due and payable, and foreclosed at once without notice of election so to do.

It is further agreed by the mortgagors that in case of the renewal or extension of the note or bond secured hereby, this mortgage shall remain in force and stand as security for any such renewal or extension, and for any legal rate of interest stipulated in such renewal or extension, and this mortgage may be foreclosed or enforced for such renewal or extension note, and interest thereon the same as if said note was now described in said mortgage. It is further agreed by the mortgagors, that any and all amounts paid by the mortgagee, or assigns, for taxes, redemption from tax sale, insurance, and in the event of foreclosure for abstract of title for commencement of foreclosure proceedings, with interest at 8 per cent per annum thereon from the several dates of payment, shall be and are hereby included in the amount secured by this mortgage and may be included in the foreclosure sale as a part of the debt secured hereby.

And it is further agreed that in case of the non-payment of either principal, interest or taxes at the time the same becomes due, or in case the mortgagors shall allow the said premises to diminish in value through any act or omission on their part, then in case of the occurrence of either of said events, the same shall be considered as conclusive evidence that the property has become insufficient to pay said indebtedness and the court in which proceedings are brought for the foreclosure of this mortgage may without any further showing on the part of the mortgagee, appoint a receiver to take charge of said premises and collect the rents, issues and profits arising therefrom, apply the same to the payment of the indebtedness secured thereby.

It is further agreed by the mortgagor, that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fees and be included with the cost of foreclosing. And the mortgagor herein declares that the said premises

For Release of annexed Mortgage see Mortgage Record 78 Page 246