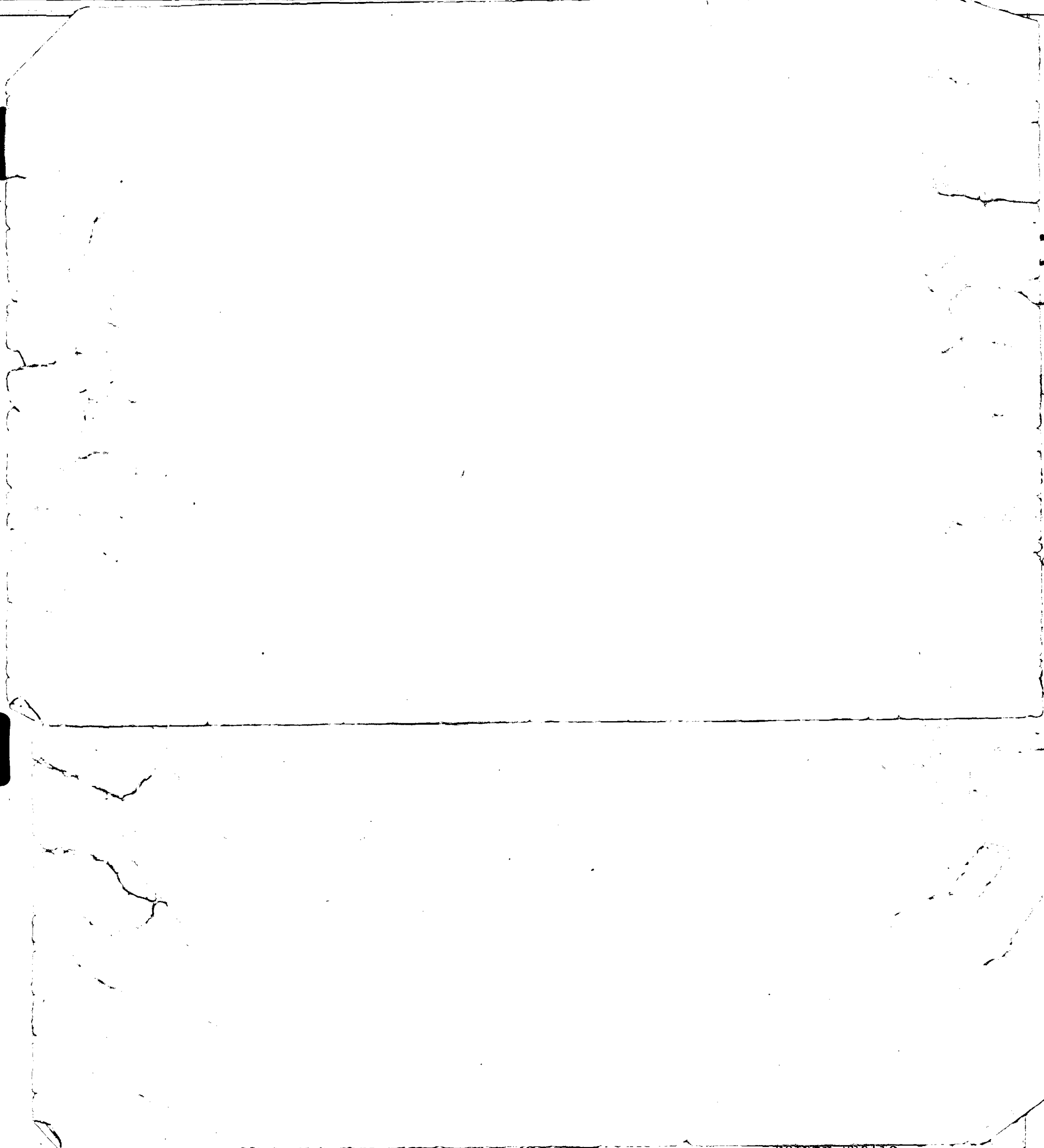


Mortgage Record No. 75, Madison County, Iowa



Notary Public.

Calvin Antrim) Filed for record the 6th day of March A.D., 1924, at 3:26 o'clock P.M.
to (Mtg. #539) Olive Garrison Crawford,
Carl R. Brandt) Rec \$1.30 Recorder.

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Know All Men by these Presents, That Calvin Antrim, a widower, of the County of Cass and State of Iowa, party of the first part, in consideration of Eight Thousand and No/100 DOLLARS, in hand paid, do hereby Grant, Bargain, Sell and Convey unto Carl R. Brandt, as hereinafter set forth, party of the second part, the following described real estate situate in the County of Madison and State of Iowa, to-wit:

The East Half of the Northwest Quarter and the West Half of the Northwest Quarter, except 12 acres, all in Section Seventeen (17), also the South Half of the Northeast and the Southwest Quarter (fractional) in Section Eighteen (18), all the above described land in Township Seventy-four (74) North Range (26) West of the 5th P.M. containing 336 acres, more or less, according to the government survey thereof. Subject to a first mortgage for \$20,000.00.

Together with the buildings now or hereafter erected thereon, and all rights, interests and appurtenances thereto belonging, including all right of dower and right

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of homestead; and said party of the first part hereby covenant with said Carl R. Brandt that they are lawfully seized of said premises; that they are free from encumbrance and liens, except as stated, and they do hereby covenant to warrant and defend said premises against the lawful claims of all persons whomsoever. PROVIDED ALWAYS, and these presents are upon the following conditions: That said Calvin Antrim, party of the first part, has executed and delivered to Carl R. Brandt one certain promissory note as follows:

One for Eight Thousand and No/100 Dollars, of even date herewith, and maturing as therein provided; bearing interest at the rate which is payable in the manner therein specified; Said party of the first part hereby expressly covenants and agrees:

1st. Neither to commit or permit waste on said premises. 2nd. To pay all legal taxes and assessments levied on said premises, or on this mortgage, or on the lien hereby created, or on the note or debt hereby secured, before any penalty or non-payment attaches thereto. 3rd. To procure and deliver to said party of the second part a paid up policy or policies of insurance, and renewals thereof on the buildings and improvements on said premises during the existence of this mortgage, in such company or companies as the said party of the second part may select in the sum of \$ none and having attached thereto such mortgage indemnity clauses as said party of the second part may name, for further security of the holder of said note. The right of selection hereby given to said party of the second part may be exercised by him at any time during the existence of this mortgage; and if at any time said party of the second part may deem it advisable he may cause to be cancelled any or all of the insurance policies issued on said buildings and improvements, and cause other policies, in a like aggregate amount, to be issued in their stead. 4th. In the event of the foreclosure of this Mortgage, to pay a reasonable attorney's fee, the cost of extending abstract, and all costs. 5th. In case of failure to pay the taxes and assessments or to procure said insurance, said party of the second part may for the benefit of the holder of said notes, pay such taxes and procure such insurance, and the sums so paid, with interest at the rate of eight per cent per annum shall be repaid by the party of the first part, and the amount so paid shall be secured by this Mortgage; and in case of loss and payment by any insurance company, the amount of insurance money paid shall be applied on the note aforesaid or in rebuilding, as the holder of said note shall elect; and said mortgagee is hereby empowered and authorized to receive and receipt for such insurance money from any such company.

And the party of the first part hereby pledges the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorizes, agrees and consents that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this Mortgage, the court in which said suit shall be instituted, or any judge thereof, shall at the commencement of said action or at any stage during the pendency or progress of said cause, on application of the plaintiff, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt so in default, interest, attorney's fees and costs under the order of the court; and this stipulation for the appointment of a receiver shall apply and be enforced whether said property or any part thereof is used as homestead or not, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

This stipulation is hereby made binding on said party of the first part, his heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this Mortgage remains unsatisfied, all rent accruing after default shall be paid by the tenant or lessee to the mortgagee herein, or his successors, to apply on said debt as aforesaid, and no payment of rent accruing

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due, accruing or covering the period after such default shall have occurred, made to anyone other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental. And said party of the first part hereby further agrees that if default be made in the payment of any coupon or part thereof, or in the payment of said note or any part thereof, strictly in accordance with their terms, or in the payment of any tax or assessment or any part thereof, or in procuring or keeping up said insurance, or in keeping and performing said covenants and agreements, or any one of them, that then, after any such default has continued ten days, the holder of said note may treat the note and coupons, moneys paid and advanced, as due and collectible, and an action may be commenced for the foreclosure of this Mortgage and the sale of the property herein described to pay and satisfy the amount of said note, coupons, advances and costs, including cost of extending abstract and said attorney's fees.

Now if the party of the first part shall well and truly pay or cause to be paid the money in said note and coupons mentioned, with interest thereon according to the tenor and effect of said note and coupons, and shall duly keep and perform all the other covenants and agreements herein contained on their part to be kept and performed, then these presents shall be null and void, and this Mortgage shall be deemed satisfied, and the mortgagee shall release the same of record at the expense of the party of the first part. IN WITNESS WHEREOF, The party of the first part has hereunto set his hand this the 23rd day of February, 1924. In presence of: Calvin Antrim.

State of Iowa, Cass County, ss On this 23rd day of February, 1924, before me, a Notary Public in and for said County, personally came Calvin Antrim, a widower, personally to me known to be the identical person whose name is affixed to the above instrument as grantor and who executed the same, and acknowledged the execution of the instrument to be his voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date last above written. C.P. Shearer, Notary Public.

(Mortgage Trust & Savings Bank) Filed for record the 7th day of March A.D. 1924 at 9/45 o'clock A.M.