

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

For Release of annotated Mortgage Record  
Mortgage Record 29-1-1924

D.L. JOHNSTON & WIFE) Filed for record the 25th day of March A.D. 1924 at 4/20 o'clock  
to (Mtg. P.M. #745 Olive Garrison Crawford,  
ANDREW STEWART ) Fee \$1.10 ✓ Recorder.

This Indenture, Made the twenty-fourth day of March A.D., 1924 between D.L. Johnston and

Jennie Johnston, his wife, of the County of Madison and State of Iowa, parties of the first part, and Andrew Stewart of the County of Calhoun and State of Iowa, party of the second part: WITNESSETH, That the said parties of the first part, in consideration

of Thirty Six Hundred Seventy Dollars (\$3,670.00) to them in hand paid, the receipt whereof is hereby acknowledged do by these presents, grant, bargain, sell and convey unto the said party of the second part, his successors and assigns forever, the following described Real Estate situated in the County of Madison and State of Iowa, to-wit:

The Southwest Quarter of the Southeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section Number Twenty-five (25), in Township Number Seventy-six (76) North, of Range Number Twenty-eight West, of the 5th P.M., Iowa.

Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the same to the said party of the second part, his successors and assigns, forever. And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from encumbrance. Except a first mortgage of \$3,500.00, and they <sup>hereby</sup> warrant the title thereto against all persons whomsoever, and waive all right of dower and homestead therein.

CONDITIONED, HOWEVER, That if the said parties of the first part, their heirs, executors, administrators or assigns shall pay or cause to be paid to the said party of the second part, his successors or assigns, the sum of \$3,670.00 according to the terms of

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their one promissory note bearing even date herewith executed by the said parties of the first part to the said party of the second part as follows, to-wit: One note for \$3,670.00 dated March 24, 1924 and due February 16th, 1928, and shall pay all taxes and special assessments of any kind that may be levied within the State of Iowa upon said premises, or any part thereof, or upon the interest of the mortgagee, their successors or assigns, in said premises; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all claims for liens thereon; and shall pay the interest and any part or all of the principal, as it becomes due, on any mortgages herein named which is prior to this mortgage; and shall pay all expenses and attorney's fees incurred by said party of the second part, his successors or assigns by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and if the principal or interest of any prior mortgages, and if the taxes or special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, his successors or assigns, (whether electing to declare the whole indebtedness hereby secured, due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay principal or interest of any prior mortgages, taxes and special assessments (irregularities in the levy of assessments thereof being especially waived) and may pay such expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage. And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon at maturity or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, interest or principal of prior liens, assessments, insurance premiums, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise, and upon commencement of any foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises or foreclosure, any court of competent jurisdiction, upon application of the party of the second part, his successors or assigns, or the purchasers at such sale, may at once and without notice to the parties of the first part, or any person claiming under them appoint a receiver for said premises to take possession thereof to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

And it is agreed that if said note and this mortgage, or either of them shall be placed in the hands of an attorney for collection or foreclosure or other legal proceedings the parties of the first part will pay a reasonable attorney's fee for any service rendered by such attorney in connection therewith and all expense incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney's fees and