

# Mortgage Record No. 75, Madison County, Iowa

VOCA BROTHERS, INC., DES MOINES 17335

Ella Monaghan) Filed for record the 17th day of January A.D., 1924, at 10/10  
 to (Mtg. #76 o'clock A.M.  
 M. Aliber & Co. Fee \$1.00 ✓ Olive Garrison Crawford, Recorder.

Know All Men by these Presents: That I, Ella Monaghan (widow) of the County of Madison and State of Iowa, mortgagors, in consideration of the sum of One Hundred & Twenty-five DOLLARS, in hand paid by M. Aliber & Company, 312 Utica Building, Des Moines, of Polk County and State of Iowa, mortgagee, the receipt of which is hereby acknowledged, do hereby assign, transfer, grant, sell and convey unto the mortgagee, their heirs, successors and assigns, in fee simple absolutely forever, the real estate situated in Madison County, Iowa, described as follows, to-wit:

The Southeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-four (24) Township Seventy-seven (77) North, Range 26 West of the 5th P.M., Iowa, and the right of possession of said real estate and all rents, issues and profits which may arise or be had therefrom, subject only to the following liens and encumbrances: subject to a 1st mtgeg. \$2500.00 to German Savings Bank of Davenport, Ia., and \$1000.00 2nd mtge., held by Mrs. F. McManus of Des Moines, Ia., To Have and To Hold the above described premises and the possession thereof and all of the appurtenances and easements now or hereafter thereunto belonging and the rents, issues and profits aforesaid unto the mortgagee, their heirs, successors and assigns forever. The mortgagors, both husband and wife, severally, expressly warrant the title to said premises against the lawful claims of all persons whomsoever and that the same are free and clear of all liens and encumbrances

452

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except those hereinbefore mentioned and each of them hereby relinquishes, releases and conveys all right of homestead and dower or statutory thirds in and to said premises.

PROVIDED, However, that if the mortgagors shall pay the mortgagee, their successors or assigns, the sum of One Hundred & Twenty-five & no/100 DOLLARS, on or before the 13 day of May A.D.1924, with interest at the rate of  $3\frac{1}{2}$  per centum per month in installments according to the tenor and effect of the certain promissory note of the mortgagors bearing even date herewith and other sums hereinafter mentioned payable at the office of M.Aliber & Co., at Des Moines, Iowa, and shall keep and perform all and singular the covenants and agreements hereinafter contained to be by said mortgagors kept and performed then these presents to be void, otherwise to remain in full force and effect.

The covenants and agreements to be kept and performed are as follows: The mortgagors shall not commit waste of said premises, nor allow the same to depreciate in value by any act or neglect, and it is agreed that all heating, lighting and plumbing apparatus, attachments or devices now or hereafter attached or installed are a part of the realty.

The mortgagors shall pay all taxes, assessments, public rates, governmental charges, prior encumbrances against said premises and the interest thereon, and all other sums which may become a lien on said premises, now due or which may become due before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies, which mortgagee may at its option designate, for the benefit of the mortgagee in the sum of not less than \$2800.00 and shall deliver the insurance policies and all renewal receipts to mortgagee; should mortgagors neglect to pay said taxes, assessments, public rates, governmental charges, prior encumbrances and the interest thereon and all other sums which may become a lien on said premises, or to effect and maintain said insurance, the mortgagee may do so and recover the amount paid therefor with interest at 8 per centum per annum payable semi-annually, and this mortgage shall stand as security therefor, or at their option mortgagee may bring separate suits on each claim apart from this mortgage, being subrogated to all the rights of the party paid. Should said mortgagors at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible at once, at the option of the mortgagee, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice.

Mortgagors agree to pay a reasonable attorney's fee if an action to foreclose this mortgage is begun. Mortgagors agree to pay the recording fees of this mortgage, and this mortgage shall stand as security therefor if the mortgagee pays the same. Should mortgagee become involved in litigation by reason hereof all the expense of such litigation including a reasonable amount for attorney's fee shall be paid by mortgagors and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, mortgagee shall be entitled to the immediate possession of said premises as against the mortgagors and all other persons whomsoever, or at the option of the mortgagee, their successors or assigns, on filing the petition for such foreclosure and at all times thereafter either before or after decree of foreclosure mortgagee, their successors or assigns shall be entitled as a matter of right as against the mortgagors and all other persons whomsoever and without regard to the value of the property above described or the solvency of the mortgagors or any owner of said premises and without notice to the mortgagors, his or their heirs, successors or assigns, to the appointment of a receiver to take charge of said premises at once and to hold possession of the same until the time of redemption expires or until the debt is fully paid and all rents, issues and profits derived from said premises, less the costs and expenses of receivership shall be applied to pay the debt secured hereby, and at the option of the mortgagee may be applied to pay taxes, special assessments, governmental charges