

## Mortgage Record, No. 78, Madison County, Iowa

John Frederick & wife )  
 to (Mortgage  
 Capital City State Bank)#1065

Filed for record the 11th day of April A.D.,  
 1925 at 2:25 o'clock P.M.  
 Fee \$1.00/ Gladys B. DeVault, Recorder.

KNOW ALL MEN BY THESE PRESENTS: That JOHN FREDERICK and wife, ALLIE M. FREDERICK, first parties, of the County of Polk and State of Iowa, in consideration of the sum of TEN THOUSAND DOLLARS (\$10,000.00), in hand paid by the CAPITAL CITY STATE BANK of Polk County and State of Iowa, second party, do hereby sell and convey unto the said CAPITAL CITY STATE BANK the following real estate situated in the County of Madison and State of Iowa, to-wit:

The Southwest Fractional Quarter (SW.Fr.  $\frac{1}{4}$ ) of Section Thirty (30), and the North Forty-four and Ninety-Hundredths Acres (N.44 & 90/100A.) of the Northwest Fractional Quarter (NW.Fr.  $\frac{1}{4}$ ) of Section Thirty-one (31), all in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the Fifth P.M., Madison County, Iowa.

The said first parties hereby warrant the title against all persons whomsoever. And the said ALLIE M. FREDERICK hereby relinquishes all right and dower in and to the above described premises.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said JOHN FREDERICK, his heirs, executors or administrators shall pay or cause to be paid to the said CAPITAL CITY STATE BANK, its successors or assigns, any or all notes or liabilities against JOHN FREDERICK which may now be held or owned by mortgagee, or which notes or liabilities may be hereafter created or become the property of mortgagee, the intention being to secure the mortgagee to the amount of TEN THOUSAND DOLLARS (\$10,000.00) in all present or future liabilities to the mortgagee, with interest thereon at the rate of six per cent per annum until maturity, and at eight per cent per annum after maturity, said interest to be paid semi-annually at the CAPITAL CITY STATE BANK in Des Moines, Iowa, according to the tenor and effect of any or all promissory notes or other evidences, if any, of other liabilities of said JOHN FREDERICK, and shall fully perform all the hereinafter named covenants, then these presents to be void, otherwise to remain in full force and effect.

Said first parties shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a reasonable amount, delivering all policies and renewal receipts to said second party, and shall pay, in case of suit, a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. In case of the foreclosure of this mortgage, under any of its provisions, it is hereby agreed that on filing the petition for such foreclosure, a Receiver shall be appointed to take possession of the mortgaged premises at once, and to hold possession of the same until the debt is fully paid or the time for redemption expires, and collect and receive all rents and profits and income thereof, and apply the same to the payment of costs and expenses incurred, the care, preservation and repair of

For Release of annexed Mortgage see  
 Mortgage Record 82 Page 79

## Mortgage Record, No. 78, Madison County, Iowa

FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

said property, taxes and the discharge of the indebtedness secured hereby.

All money paid by said second party or assigns for insurance, taxes, abstracts or to protect the lien of this mortgage, shall bear interest at the rate of eight per cent per annum, payable semi-annually, and be a lien on said land under this mortgage.

Dated this 8th day of April, 1925.

John Frederick  
Allie M. Frederick

STATE OF IOWA, POLK COUNTY, ss: ON THIS 10 day of April, A.D. 1925, before the undersigned, a Notary Public in and for said County, personally appeared JOHN FREDERICK and ALLIE M. FREDERICK, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing mortgage as grantors, and acknowledged said instrument and the execution thereof to be their voluntary act and deed

WITNESS MY HAND AND NOTARIAL SEAL, by me affixed the day and year last above written.

Hal DeHoskinson  
Notary Public in and for Polk County, Iowa.

