

Mortgage Record, No. 78, Madison County, Iowa

The mortgagee (a corporation) in the annexed mortgage, hereby releases this mortgage of record this 7th day of June 1925, and I, the executing officer, hereby certify that this release is executed by authority of the Board of Directors of said corporation.  
Executed in my presence by M. C. Lanning known to me to be the President of said Iowa State Bank corporation  
Gladys B. DeVault

Peter M. Ohrt and wife )  
to (Second Mortgage  
Iowa State Bank, Dexter, Ia.) #1279

Filed for record the 8th day of May A.D. 1925 at 2:20 o'clock P.M. Gladys B. DeVault, Recorder. Fee \$.90

KNOW ALL MEN BY THESE PRESENTS: That Peter M. Ohrt and Era M. Ohrt, his wife of the County of Madison and State of Iowa, in consideration of the sum of Forty Three Hundred Eighty Six & 31/100 DOLLARS, in hand paid, do hereby sell and convey unto Iowa State Bank, of Dexter of the County of Dallas State of Iowa the following described premises, situated in the County of Madison State of Iowa, to-wit: The North Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Four (4); and the South Forty Four (S.44) acres of the East half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Five (5) all in Township Seventy Seven (77) North, Range Twenty Nine (29) west of the fifth P.M. in Madison County, Iowa.

(This mortgage is made subject to a first mortgage now upon said premises in the sum of \$10,000.00)

and which the said first parties represent to belong to them under legal title. The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, to the said Iowa State Bank of Dexter, Iowa and to its successors and assigns forever;

PROVIDED, always, and these presents are upon the express condition that if the said Peter M. Ohrt and Era M. Ohrt their heirs, executors, administrators or assigns shall pay or cause to be paid to the said Iowa State Bank of Dexter, Iowa its successors or assigns the sum of Four Thousand Three Hundred Eighty Six & 31/100 Dollars, as follows, to-wit:- One Thousand & No/100 Dollars August 20"-1925  
Twenty Five Hundred & No/100 Dollars August 20" 1925  
Twenty Five Hundred & No/100 Dollars October 20" 1925  
Eight Hundred Eighty Six & 31/100 Dollars October 20" 1925.

with interest thereon at the rate of 8" per cent per annum, until the same is fully paid, according to the tenor and effect of the four promissory notes of said mortgagors bearing even date with these presents, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of the non-payment by the said party of the first part, or their heirs, executors or administrators, of the said interest or principal, or any part thereof, for the space of thirty days after the same becomes due, or on their failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$----- in a stock company approved by mortgagee, 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 it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all liens, incumbrances, taxes or assessments, and agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid, as aforesaid.

IT IS ALSO AGREED, that in case of default in any respect so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the Plaintiff therein

For Release of annexed Mortgage see Mortgage Record 78 Page 416a

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FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

shall be entitled to the appointment of a receiver, with the usual powers to take and hold such rents and profits for the benefit of the plaintiff and subject to the order of the court. Cancellation hereof to be at mortgagor's expense.

And the said Era M. Ohrt hereby relinquishes her, right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 20<sup>th</sup> day of April A. D., 1925.

Peter M. Ohrt  
Era M. Ohrt

STATE OF IOWA, Dallas County, ss: On this 20<sup>th</sup> day of April A. D., 1925, before me Howard Calfee, a Notary Public in and for said County, personally appeared Peter M. Ohrt and Era M. Ohrt, his wife to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as grantors and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

Howard Calfee  
Notary Public in and for said County.

**NOTARIAL  
SEAL**