

Mortgage Record, No. 78, Madison County, Iowa

Grover G. DeVault, single )  
to (Mortgage  
Collins Mortgage Company )  
Cedar Rapids, Iowa. ) #1321

Filed for record the 16th day of  
May A. D., 1925 at 9:30 o'clock A.M.  
Gladys B. DeVault, Recorder.  
Paul Lucas, Deputy.

Fee \$ 1.20

This Indenture, Made this 28th day of February A. D. 1925 between Grover G. DeVault, single of the County of Dane and State of Wisconsin, party of the first part, and COLLINS MORTGAGE COMPANY, a corporation, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of Fourteen Thousand and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does GRANT, BARGAIN, SELL AND CONVEY to the said party of the second part, its legal representatives, successors and assigns, forever, all that tract or parcel of land situated in the County of Madison and State of Iowa, described as follows, to-wit:

The North Half of the Northeast Quarter of Section Sixteen (16) and the West Half of the Northwest Quarter of Section Fifteen (15), all in Township Seventy-six (76) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, containing 160 acres, more or less, according to the Government Survey thereof, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will WARRANT AND DEFEND the title to the same, and that the same is clear and free from all incumbrances of whatsoever kind.

And the said Grover G. DeVault, Single does hereby relinquish all right of dower and homestead and other contingent rights in and to the said premises, and does hereby join in all the clauses, conditions and covenants hereof.

This grant is intended as a mortgage to secure the payment of Fourteen Thousand and no/100 DOLLARS, payable according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part for the sum of \$14,000.00 with interest from date until maturity, according to the tenor and effect of the said promissory note and the interest coupons thereto attached, all of even date herewith, and all payable as specified therein; said note and interest coupons bearing interest after maturity at the rate of eight per centum per annum; and this conveyance shall be void if such payment be made as therein specified, but if default be made in such payment, or any part thereof, or the interest thereon, or the taxes when due, or if the insurance is not kept in force thereon, or if said first party shall do any act impairing the value of said mortgaged property or shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, become absolute, and the whole amount secured hereby shall become immediately due and payable, without notice (anything herein or in said promissory notes to the contrary notwithstanding), and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes appraisement being hereby expressly waived; and out of <sup>all</sup> the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs and attorney's fee, as hereinafter provided, and charges of making such foreclosure sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, his heirs or assigns.

For Release of annexed Mortgage see  
Mortgage Record 82 Page 511

Quitclaim Life Assurance Society of U. S.  
Assignment of annexed Mortgage fees  
Mortgage Record 78 Page 177

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FIOLAN & CHAMBERS CO., DAVENPORT, IOWA

And said party further expressly agrees that he will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Iowa, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this agreement, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become immediately due and collectible; and the said first party shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

In case of a failure of the party of the first part to pay taxes, insurance and all assessments on said property, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay same and the amount thereof shall be added to and deemed a part of the principal sum secured hereby and bear eight per centum interest per annum and be repayable by the party of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered therein.

And said Mortgagor further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as heretofore provided, the mortgagor will pay to the said plaintiff a reasonable attorney's or solicitor's fee therefor, and the cost of an extension of the abstract of title to above described premises, in addition to all other legal costs and statutory fees; said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof and the cost of extension of the abstract of title shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Arthur W. Yatzeck

G. G. DeVault, (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

State of Wisconsin, County of Waukesha, ss: On this 8th day of May A.D., 1925, before me personally appeared Grover G. DeVault, single, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

C. C. Bancroft  
Notary Public in and for said County.  
My Commission Expires Mar. 10, 1929.

