

Mortgage Record, No. 78, Madison County, Iowa

Witness my hand & seal the day and year above written.



Charles L. Rodgers, Notary Public in and for said County. My Commission Expires January 19, 1929

Robert H. Barcroft )
Lora Barcroft )
to (Mortgage #1497 Fee \$.90
First National Bank, Lorimor, Iowa.)

Filed for record the 11th day of June A.D., 1925 at 9:50 o'clock A.M. Gladys B. DeVault, Recorder. Paul Lucas, Deputy.

This Indenture, Made the 26th day of May A.D. Nineteen Hundred and Twenty Five between Robert H. Barcroft and Lora Barcroft, husband and wife, of Madison County, and State of Iowa, party of the first part and The First National Bank of Lorimor, of Union County, and State of Iowa, party of the second part. WITNESSETH: That the said party of the first part, in consideration of Fifteen Hundred and No/100 DOLLARS receipt whereof is hereby acknowledged, do hereby sell and convey unto the said party of the second part, successors and assigns, forever the following described real estate, situated in the County of Madison and State of Iowa, to-wit:

The Southeast Quarter of the Northeast Quarter, and all that part of the Northeast Quarter of the Northeast Quarter lying south of the south line of the Chicago Great Western Railroad Company's Right of way, all in Section Thirty Six (36), Township Seventy Four (74) North, Range Twenty Eight (28) West of the Fifth Principal Meridian.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said party of the second part, and to successors and assigns forever. The said party of the first part hereby covenants that the above described premises are free and clear of all liens and incumbrances, and we will warrant and defend the title unto the said party of the second part, successors and assigns against the lawful claims of all persons whomsoever, and the said Lora Barcroft hereby relinquishes her right of dower in the real estate herein mentioned.

This indenture is executed and delivered upon the following conditions:

That said first party shall pay to said First National Bank or assigns Fifteen Hundred Dollars, on the 26th day of May 19230 with interest thereon at 5 1/2 per cent per annum, payable semi-annually, and eight per cent per annum, payable semi-annually on principal and interest after due, according to the tenor and effect of the one principal note of the said Robert H. Barcroft and Lora Barcroft payable to said First National Bank and bearing even date herewith:

That said first party shall pay all taxes, and assessments, both general and special, levied upon said real estate, before the same becomes delinquent, and if not so paid, said second party, or assigns, may pay such taxes or assessments:

That said first party shall not do any act whereby the value of said mortgaged premises shall be impaired beyond natural wear and tear from ordinary use;

That all money paid by second party or assigns for taxes, assessments and insurance shall bear eight per cent interest payable semi-annually and shall become a lien on said real estate under this mortgage;

That if said first party fails to pay said interest within twenty days after it becomes due, or to comply with any one of the covenants and agreements hereof, then the whole debt secured hereby shall become due and collectible at once, at the option of the holder hereof;

That if suit is commenced to foreclose this mortgage, all costs and expenses in connection therewith, including a reasonable Attorney's fee, and cost of abstract, shall be included in the judgment in said proceeding, and it is further agreed that

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upon the commencement of such proceedings the holder hereof shall be entitled to the immediate possession of said premises, and of rents and income therefrom, either through a Receiver or otherwise, the net sum received through said Receivership, or possession, to be applied upon the debt secured hereby.

Upon compliance with the foregoing agreements, this obligation shall be void, otherwise, to remain in full force.

In testimony whereof, the said parties of the first part have hereunto set their hand\_ the day and year first above written:

Robert H. Barcroft  
Lora Barcroft

STATE OF IOWA, County of Union, ss: On the 2nd day of June A. D., 1925, before me personally appeared Robert H. Barcroft and Lora Barcroft husband and wife to me known to be the persons named in, and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Marion Reid  
Notary Public in and for said County.

