

Mortgage Record, No. 78, Madison County, Iowa

John G. Van Rossum & wife)  
to (Mortgage  
New Virginia Savings Bank)  
#1701

Filed for record the 9th day of  
July A.D., 1925 at 9:45 o'clock A.M.  
Gladys B. DeVault, Recorder.  
Paul Lucas, Deputy.  
Fee\$.90

Know All Men by These Presents: THAT, We, John G. Van Rossum and Minnie L. Van Rossum, his wife, of Nobles County and state of Minn. Iowa, in consideration in the sum of Five Hundred and No/100 DOLLARS in hand paid by New Virginia Savings Bank of Warren County and State of Iowa, do hereby SELL and CONVEY unto the said New Virginia Savings Bank the following described premises, situated in the county of Madison and State of Iowa to-wit:

The undivided One fi\_th of the following described land to-wit: The Southeast Quarter of the Northeast Quarter and the North Half of the Southeast Quarter all in Section Eleven (11) in Township Seventy Four (74) North Range Twenty Six (26) West of the 5th P.M. Madison County, Iowa. Being the Garrett Van Rossum Estate of which I own an undivided One Fifth interest in the same.

And we hereby covenant with the said New Virginia Savings Bank that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

And we covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever.

And the said ----- hereby relinquish\_\_ her right of dower in and to the above described premises; PROVIDED always, and these presents are upon this express condition, that if the said John G. Van Rossum heirs, executors, or administrators, shall pay or cause to be paid to the said New Virginia Savings Bank executors, and administrators or assigns, the sum of Five Hundred DOLLARS, on the 1st day of July 1926 .....Dollars, on the.....day of... 1.....Dollars.....on the...day of..1 .....Dollars, on the.....day of....1.....Dollars, on the.....day of...1 with interest at 7 per cent, per annum, payable semi-annually, according to the tenor and effect of ---promis\_ory note of the said John G. Van Rossum & Minnie L. Van Rossum payable to New Virginia Savings Bank bearing date July 1st 1925 then these presents to be void, otherwise to remain in full force.

With option to pay \$500.00 and interest to date of payment at any time.

AND IT IS HEREBY AGREED that if the said New Virginia Savings Bank allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if we fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in ten days thereafter, and the Mortgage\_ its heirs or assigns may proceed at once to foreclose this Mortgage. In case it becomes necessary to commence proceedings to foreclose the same, then the said John G. Van Rossum -----Van Rossum in addition to the amount of said debt, interest and cost, agree to pay the mortgagee herein named, or to any assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in foreclosure case.

IT IS ALSO AGREED that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$...... and shall deliver the policies and renewal receipts therefor to said second party; and should said first party neglect to do so said second party may effect such insurance and recover of said

For Release of annexed Mortgage see  
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## Mortgage Record, No. 78, Madison County, Iowa

FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

first party the amount paid therefor and interest at eight per cent per annum, and this Mortgage shall stand as security therefor:

IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements 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 by this Mortgage, and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action therefor, with or without the foreclosure of this Mortgage, said receiver to have 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.

Signed and delivered this 1st day of July 1925.

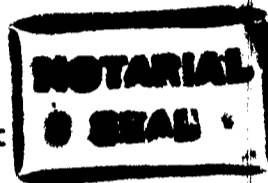
EXECUTED IN THE PRESENCE OF  
L. A. Loosbrock  
R. R. Sell

John G. Van Rossum  
Minnie L. Van Rossum

State of Minnesota, Nobles County, ss: On this 6 day of July A.D., 1925 before me a Notary Public in and for said County, personally came John G. Van Rossum & Minnie L. Van Rossum, his wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument as grantor\_\_ and acknowledged execution of the same to be their voluntary act and deed.

WITNESS my hand and Official seal on the date last above written.

L. A. Loosbrock  
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Filed for record the 13th day of July