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Mortgage Record, No. 78, Madison County, Iowa

FIOLAR & CHAMBERS CO., DAVENPORT, IOWA

deed for the purposes therein expressed.

D. B. Casady
Notary Public in and for Madison County, Iowa.

NOTARIAL
* SEAL *

George and Julia Wallace)
to (Mortgage
The Citizens Savings Bank,)
New Virginia, Iowa.)
F. C. Stiffler) #1961

Filed for record the 18th day of
August A.D. 1925 at 3:45 o'clock P.M.
Gladys B. DeVault, Recorder.
Paul Lucas, Deputy.

Fee \$1.10

Know All Men by These Presents: THAT We, Julia Wallace and George Wallace her husband of Warren County, and STATE OF IOWA, in consideration of the sum of Five thousand Dollars in hand paid by Citizens Savings Bank New Virginia, Iowa, and F. C. Stiffler the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said Citz. Savings Bank New Virginia, Iowa and F. C. Stiffler of Warren County, Iowa, the following described premises situated in the County of Madison and State of Iowa, to-wit: All of our interest in East half ½ of the South West quarter ¼ and the South East quarter of the North West quarter ¼ of Section Thirteen (13) township (75) range (26). Subject to a first mortgage for \$7000.00

And we hereby covenant with said Citz. Savgs. Bank New Virginia, Iowa and F.C.Stiffler that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same, and that they are free and clear of all liens and incumbrances whatsoever, except \$7000.00. And we covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever and the said George and Julie Wallace hereby relinquishes their right of dower in and to the above premises: PROVIDED always, and these presents are upon this express condition. That if the said Julia Wallace and George Wallace, her husband their heirs, executors or administrators shall pay or cause to be paid to the said Citizens Savings Bank, New Virginia, Iowa, and F. C. Stiffler their executors, administrators or assigns, the sum of Five thousand Dollars on the ----- according to the tenor of the promissory note of said Geo. and Julia Wallace and also all other debts and obligations now or hereafter made or incurred by the said Geo. and Julia Wallace or either of them, due or to become due the said bank or F. C. Stiffler not to exceed the sum of \$5000.00 and interest as provided in the various note or notes which may be given by the said Geo and Julia Wallace to Citz. Savg. Bank, New Virginia, Ia. or F.C.Stiffler and interest payable semi annually on any indebtedness which may be owing by the said Geo. and Julia Wallace to the said Citz. Sav. Bank, New Virginia, Ia., not to exceed the sum of \$5000. not evidenced by notes and interest thereon. The intention of this mortgage is to secure the said Citz. Savg. Bank, New Virginia, Ia. and F.C.Stiffler for any indebtedness now or hereafter made or incurred by the said Geo. and Julia Wallace or either of them, due or to become due the said Bank or F. C. Stiffler not to exceed the sum of \$5000.00 and interest thereon which is evidenced by notes or otherwise. And if the said Geo. and Julia Wallace shall keep all the agreements of this mortgage, then and in that case these presents to be void; otherwise to remain in full force.

AND IT IS HEREBY AGREED that if the said Julia Wallace and Geo. Wallace allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if they fails to pay the interest on said note or notes promptly as the same becomes due, the note or notes secured hereby shall become due and payable in 10 days thereafter, or within 10 days after any note becomes due and is unpaid, or any other obligation which remains unpaid for 10 days, and the mortgagee, their heirs or assigns may proceed to foreclose this mortgage. In case it

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Julia and Geo. Wallace in addition to the amount of said indebtedness, interest and cost, agrees to pay the mortgagee herein named or to pay the assignee of this mortgage a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgement in such foreclosure case, and also expense of procuring an abstract of title.

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, crops 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. A receiver of the mortgaged property shall be appointed at any time after any such default, either independently or in connection with foreclosure of this mortgage, and if in connection with such foreclosure such receiver may be appointed at the commencement of the suit or during its pendency or after decree and sale if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property. The holder of this mortgage also reserves the right to declare this mortgage and all notes which it secures due and collectable at any time and need have no cause for doing so.

Dated this 1st day of July 1925.

Geo. Wallace
Julia Wallace.

State of Iowa, Warren County, ss: On this first day of July 1925 before me M.B. Stiffler a Notary Public, within and for said County, personally appeared George Wallace and husband and wife Julia Wallace, personally to me known to be the identical person whose names are affixed to the foregoing instrument as grantors and acknowledged that they executed the same, as their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at New Virginia, Iowa, on the date last above written.

M. B. Stiffler
Notary Public, Warren County, Iowa.

