

Mortgage Record, No. 78, Madison County, Iowa

E.M. Thomas & wife) Filed for record the 14th day of October
to (Mortgage A.D. 1925 at 10:05 o'clock A.M.
Citizens State Bank, Earlham, Iowa.) #2277 Fee \$1.00 Gladys B. DeVault, Recorder.

Know All Men by These Presents: That E. M. Thomas and Myrtle Thomas, his wife, of Madison County, and State of Iowa in consideration of the sum of Two Thousand and No/100 DOLLARS, in hand paid by Citizens State Bank, Earlham, Iowa, of Madison County, and State of Iowa do hereby SELL AND CONVEY UNTO the said Citizens State Bank, Earlham, Iowa, the following described premises situated in the County of Madison and State of Iowa to-wit:

Northeast Fractional Quarter (NE 1/4) and Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) Section Four (4), Township Seventy-seven (77) North of Range Twenty-eight (28), West of the 5th P.M. Iowa.

It is understood and agreed that this mortgage is junior and subject to first mortgage of \$20,000 in favor of the Northwestern Mutual Life Insurance Company and second mortgage of \$15,000 in favor of the Citizens State Bank of Earlham, Iowa. And we hereby covenant with the said Citizens State 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 encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; except as above mentioned. and the said Myrtle Thomas hereby relinquish_s 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 E. M. Thomas his heirs, executors or administrators shall pay or cause to be paid to the said Citizens State Bank executors and administrators or assigns, the sum of Two Thousand Dollars, on the 11th day of July 1926.

.....Dollars, on the.....day of...19.....Dollars, on the....day of.....19...
.....Dollars, on the.....day of...19.....Dollars, on the....day of.....19...
.....Dollars, on the.....day of...19.....Dollars, on the....day of.....19...
.....Dollars, on the.....day of...19.....Dollars, on the....day of.....19...
.....Dollars, on the.....day of...19.....Dollars, on the....day of.....19...

with interest thereon according to the tenor and effect of the one promissory note of the said E.M. Thomas and Myrtle Thomas payable to Citizens State Bank bearing even date then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said E.M. Thomas shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said ----- shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$....., and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said fails to effect such insurance in Manner as agreed, then said mortgagee may effect such insurance and the amount paid of such purposes by the mortgagee shall be recovered from with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on

Decree of foreclosure of this mortgage entered, 2-2-26 in the District Court of Madison County, Iowa, on page 182 record of said Court.

Mar 15 1928 E. E. Springer Clerk District Court.

The Capital City State Bank. For Assignment of annexed Mortgage 558

Mortgage Record 81 Fee \$1.50

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

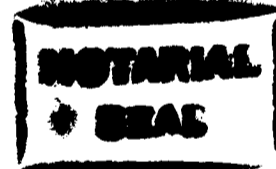
That if the said -----allows the taxes to become delinquent upon said property, or permits the same or any part thereof, to be sold for taxes, or if-----fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in -----days thereafter; and the mortgagee heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said ----- in addition to the amount of said debt interest and costs, agree to pay to the mortgagee herein named or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 11th day of July 1925.

E. M. Thomas
Myrtle Thomas

STATE OF IOWA, Madison County, ss: On this ----- day of----- A.D., 19-----, before me personally appeared E.M.Thomas and Myrtle Thomas, his wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as thier voluntary act and deed.

R.
Fred Hunter
Notary Public in and for said County.



Filed for record the 14th day of October