

.....Julius E. Smith, single

Filed for Record the 4th day of November

4 D. 19..25., at 8:50.....o'clock....A..M.

TO
Security Loan & Title Co.,

Gladys B. DeVault, *Recorder*

Winterset, Iowa.

By Paul Lucas, Deputy

Fee\$1.10

This Mortgage Made the **23rd** day of **October** 1925, by and

between Julius E. Smith, unmarried,

of Olmsted County, and State of Minnesota, hereinafter called the mortgagor, and SECURITY LOAN AND TITLE COMPANY, of Winterset, Iowa, hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of
FIVE THOUSAND AND NO/100 (\$ 5,000.00) DOLLARS,
paid by the mortgagee, do hereby convey to the mortgagee, its successors and assigns,
forever, the following tracts of land in the county of Madison , State of Iowa, to-wit:

The West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$), and the Southwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), and the East 28 acres of the Northwest Fractional Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), of Section Two (2); and the East 22 acres of the Northeast Fractional Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Three (3) (except a tract of land containing 2 acres used for church and cemetery purposes and described as follows:-Commencing at a point 20 rods North of the Southwest corner of said East 22 acres of said Northeast Fractional Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Three (3), and running thence East 26- $\frac{2}{3}$ rods, thence North 12 rods, thence West 26- $\frac{2}{3}$ rods, thence South 12 rods to the place of beginning); and a tract of land described as follows:-Commencing at a point 37 rods and 20 links West of the Southeast corner of the Northeast Fractional Quarter ($\frac{1}{4}$) of the Northeast Quarter of said Section Three (3), and running thence South, $76\frac{1}{4}^{\circ}$ West, 11 rods and 8 links, thence North, $30\frac{1}{2}^{\circ}$ West, 10 rods and $6\frac{1}{2}$ links, thence North, 60° East, 15 rods and 23 links, thence South, $10^{\circ} 25'$ East, 14 rods and 8 links to the place of beginning, containing 1 acre, more or less; and a tract of land described as follows:-Commencing at the Northeast corner of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Three (3), and running thence South along the East line of said Section, 1,336 $\frac{1}{2}$ feet, thence West 30 feet, thence North parallel with said East line of said Section, 1,336 $\frac{1}{2}$ feet, thence East 30 feet to the place of beginning, containing about 92/100 of an acre; all in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; also the North Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), and the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), and the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) (except the South 19 acres thereof and except the East $4\frac{1}{2}$ acres of the North 10 acres thereof), and the South 10 acres of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), of Section Thirty-four (34); and the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Thirty-five (35); in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

containing in all **266.42** acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee, its successors or assigns, the sum of **FIVE THOUSAND AND NO/100** (\$5,000.00) Dollars, on the **First** day of **November**, A. D. 19**30**, with interest according to the tenor and effect of the **one** certain promissory note of the said **Julius E. Smith, unmarried,** bearing even date herewith; principal and interest payable at the office of **SECURITY LOAN AND TITLE CO., Winterset, Iowa.**

Second. That the mortgagor shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee, the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall be hereby secured, to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of such payments.

Fourth. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry out the provisions hereof.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner.
Signed the day and year first herein written.

Julius E. Smith

Minnesota
STATE OF ~~DELAWARE~~, } ss.
~~MADISON~~ COUNTY, }
Olmsted

On this 23rd day of October, A. D. 1925, before me, the undersigned, a Notary Public, within and for said County, personally appeared

to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and acknowledged the execution of the same to be his voluntary act and deed

WITNESS my hand and Official Seal, the day and year last above written.

W. V. Gallagher

W. V. Gallagher.....
Notary Public in and for Olmsted County, Minn.
My Commission expires April 23, 1927.

My Commission expires April 23, 1927.

NOTARIAL
SEAL