

Mortgage Record, No. 78, Madison County, Iowa

FIOLAS & CHAMBERS CO., DAVENPORT, IOWA

Geo. Wallace & wife) Filed for record the 10th day of November
to (Mortgage A.D. 1925 at 10:00 o'clock A.M.
New Virginia Savings Bank) #2436 Fee\$.90 Gladys B. DeVault, Recorder.

Know All Men by These Presents: That We, George Wallace and Julia Wallace, his wife, of Warren County and state of Iowa, in consideration in the sum of Fifty Two Hundred 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:

Southeast Quarter of the Northwest Quarter and the East Half of the Southwest Quarter, all in Section Thirteen (13) in Township Seventy Five (75) North Range Twenty Six (26) West 5th P.M. Madison County, Iowa.

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 George Wallace & Julia Wallace hereby relinquish their right of dower in and to the above described premises: PROVIDED always, and these presents are upon this express condition that if the said George Wallace 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 Fifty Two Hundred DOLLARS, on the 4th day of Oct. 1925.

.....Dollars, on the.....day of.....l.....Dollars, on the.....day of.....l...
.....Dollars, on the.....day of.....l.....Dollars, on the.....day of.....l...

with interest at 8 per cent, per annum, payable semi-annually, according to the tenor and effect of one promisory note of the said George Wallace & Julia Wallace payable to New Virginia Savings Bank bearing date Sept. 4th 1925 then these presents to be void, otherwise to remain in full force.

With option to pay \$5200.00 at any time.

AND IT IS HEREBY AGREED that if the said George Wallace & Julia Wallace allows the

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taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if they 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 George Wallace & Julia Wallace 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 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 4th day of September 1925.

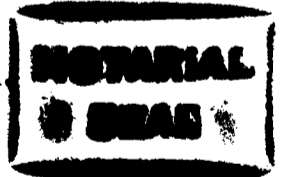
Executed in the Presence of

Geo Wallace
Julia Wallace

STATE OF IOWA, WARREN COUNTY, SS: On this 4th day of September, A.D., 1925 before me a Notary Public in and for said County, personally came Geo Wallace and Julia Wallace to me personally known to be the identical persons whose name__ 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.

Leland W. Davidson
Notary Public, Warren County, Iowa
My Commission expires July 4, 1927.



1925, the 4th day of November