

Mortgage Record, No. 78, Madison County, Iowa

For Release of annexed Mortgage see
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E. N. Allen & Bertha M. Allen) Filed for record the 18th day of November
to (Mortgage A.D. 1925 at 9:30 o'clock A.M.
St. Marys State Bank, St. Marys, Iowa) #2473 Fee \$.90 Gladys B. DeVault, Recorder.

KNOW ALL MEN BY THESE PRESENTS: THAT E.N. Allen and Bertha Allen Madison County and State of Iowa, in consideration of the sum of Two Thousand DOLLARS in hand paid by St Marys State Bank, Warren County and State of Iowa, do hereby SELL and CONVEY unto the said St Marys State Bank the following described premises situated in the County of Madison and State of Iowa, to-wit:

The south twenty one acres of the east half of the southwest fractional quarter of Section Nineteen (19) and the following described land to wit: Commencing at the Northwest corner of the south half of the southeast Quarter of section

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

Nineteen (19), running thence east Sixty four rods (64) thence south Fifty five rods (55), thence east eight rods (8) thence south Seventy five (75) rods, thence west Seventy two (72) rods, thence north to place of beginning, and the west half of the northwest quarter of the northeast quarter, and the north half of the northwest fractional quarter of Section (30) Thirty, all in Township Seventy five (75) north, of Range Twenty Six (26) West of the Fifth P.M. Iowa. containing 105.22 acres more or less.

And we hereby covenant with the said St Marys State Bank that we hold the said premises by title in fee simple, that we ha_e good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatever. except \$5600.00 mortgage to Jebens & Butenschoen.

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

And the said Bertha M. Allen hereby relinquish__ her right of dower in and to the above premises: PROVIDED always, and these presents are upon this express condition, that if the said E.N.Allen heirs, executors, or administrators, shall pay or cause to be paid to the said St Marys State Bank executors and administrators or assigns, the sum of One Thousand DOLLARS, on the 12 day of November 1926.

Five hundred DOLLARS, on the 12 day of August 1926

Five hundred DOLLARS, on the 12th day of May 1926

.....DOLLARS, on the.....day of.....19.....DOLLARS, on the.....day of.....19...

with interest at 8 per cent per annum, payable annually, according to the tenor and effect of 3 promissory note__ payable to St Marys State Bank bearing date Nov. 12, 1925 then these presents to be void, otherwise to remain in full force.

With option to pay \$100.00 any date.

AND IT IS HEREBY AGREED that if the said E.N.Allen and Bertha M. Allen 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 fail to pay the interest on said notes promptly as the same becomes due, the notes secured hereby shall become due and payable in thirty days thereafter; and the Mortgagee 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 E.N.Allen and Bertha M. Allen in addition to the amount of said debt, interest and cost, agree to pay the mortgagee herein named, or to pay 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 such 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 so to do, 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 for_closed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payments 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

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rents and profits for the benefit of the plaintiff and subject to the order of the Court.

Signed and delivered this 12th day of November 1925. 19....

EXECUTED IN THE PRESENCE OF

E. N. Allen
Bertha M. Allen

STATE OF IOWA, WARREN COUNTY, ss: On this 12th day of Nov. 1925 before ^{me} Lelia L. Nine a Notary Public in and for said County, personally came Bertha M. Allen & E.N. Allen to me personally known to be the identical persons whose names _____ affixed to the foregoing instrument as grantors 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.

Lelia L. Nine
Notary Public.

