

Mortgage Record, No. 78, Madison County, Iowa

FIOLAR & CHAMBERS CO., DAVENPORT, IOWA

Frank H. Kramer & wife)
 to) (Mortgage
 Nathan O. Tate) #2514 Fee \$1.20

Filed for record the 21st day of November
 A.D., 1925 at 4:35 o'clock P.M.
 Gladys B. DeVault, Recorder.

Know All Men by these Presents: That I, Frank H. Kramer and Lizzie M. Kramer, husband
 and wife of the County of Delaware and State of Iowa of the County of ----- and
 State of Iowa, first party, in consideration of the sum of Thirty Four Hundred and
 No/100 DOLLARS, in hand paid by Nathan O. Tate, of Sedgwick County, and State of
 Kansas, second party, the receipt of which is hereby acknowledged, do hereby grant,
 sell and convey unto the said second party, his (or its) heirs, successors and
 assigns forever, the real estate situated in Madison County, Iowa, described as fol-
 lows, to-wit:

The South Half ($S\frac{1}{2}$) of the South East Quarter ($SE\frac{1}{4}$) of Section Twenty Six (26)
 And the North half of the North East Quarter ($N\frac{1}{2}$ $NE\frac{1}{4}$) of Section Thirty Five (35),
 Also the North half of the South East Quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$) and the South Half of
 the North East Quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$) and the North West Quarter of the North East

Mortgage Record 78 Page 264
 For Assignment of American Mortgage 888
 W. H. Goodman

Mortgage Record, No. 78, Madison County, Iowa

Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty Six (26) All in Township Seventy Four North (74) Range Twenty-Seven (27) West of the 5th P.M. Iowa.

together with all of the rents, issues and profits which may arise or be had therefrom. Subject to former encumbrance of Twenty Five Thousand Six Hundred Dollars (\$25,600)

TO HAVE AND TO HOLD the above described premises and all of the appurtenances there-^{second} to belonging, and the rents, issues and profits aforesaid, until the said party, his (or its) heirs, successors and assigns forever.

The said first party WARRANTS the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the first party shall pay the second party, his (or its) heirs, successors or assigns, the sum of Thirty Four Hundred and no/100 DOLLARS on the First day of March A.D. 1927, (with the privilege of paying \$500 or multiples thereof at any interest paying date) with interest at the rate of Six per centum per annum, payable semi-annually, according to the tenor and effect of the one Coupon Bond, or promissory note, and interest coupons, ^{thereto} attached, of the said first party, bearing even date herewith, payable at Wichita, Kansas in the -----, in Gold Coin of the United States of America, of the present standard of weight and fineness, or its equivalent, with New York Exchange, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then, THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect.

The Covenants and Agreements to be kept and performed ^{are} as follows:

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies to be designated by the second party, for the benefit of said second party, in the sum of note less than Three Thousand and no/100 DOLLARS; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor.

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect.

Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned the whole sum of money hereby secured shall become due and collectible at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxes as part of the costs in such action. Said acts shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security

Decree of foreclosure of this mortgage entered, Oct. 28-26 in the District Court of Madison County, Iowa, on page of 22 record of said Court.

Thamun Smith
Clerk District Court.
Dec 31 1926

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Dated Oct. 5th, 1925.

IN TESTIMONY WHEREOF, ___ have hereunto set ___ hand ___ the day and year last above written.

Frank H. Kramer
Lizzie M. Kramer

State of Iowa, Delaware County, ss: BE IT REMEMBERED, That on the 6th day of October A.D. 1925 before the undersigned, a Notary Public in and for said County, personally appeared Frank H. Kramer & Lizzie M. Kramer to me personally known to be the identical persons whose names are affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

J.J. Burbridge
Notary Public in and for Delaware County, Iowa.

**NOTARIAL
SEAL**

State of Iowa, Dubuque County, ss: BE IT REMEMBERED, That on the...day of....., A.D...before the undersigned, a Notary Public in and for said County, personally appearedto me personally known to be the identical persons whose names ...affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instrument and the execution thereof to bevoluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

.....
Notary Public in and for Dubuque County, Iowa.