

Mortgage Record, No. 78, Madison County, Iowa

Decree of foreclosure of this mortgage entered, 5-6-1927 in the District Court of Madison County, Iowa, on page 422 record of said Court.

S. E. ...
Clerk District Court.
1027.

A.H. Bierkamp & wife) Filed for record the 7th day of December
to (Mortgage A.D. 1925 at 10:15 o'clock A.M.
Peoples Savings Bank, Crawfordsville) #2618 Fee \$.90 Gladys B. DeVault, Recorder.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned A.H. Bierkamp and M.L. Bierkamp, his wife do hereby sell, grant and convey in fee simple unto The Peoples Savings Bank Crawfordsville, Iowa, its heirs and assigns as mortgagees herein, the following described real estate situated in the County of Madison and State of Iowa, to-wit:

The North one-half (N½) of the Southeast Quarter (SE¼) of Section Eighteen (18), Township Seventy-four (74) North, Range Twenty-nine (29), West of the Fifth Principal Meridian, containing in all 80 acres of land, more or less, according to Government survey thereof.

We WARRANT THE TITLE of said premises against the lawful claims of all persons whomsoever, and relinquish our rights of dower in and to the same.

This contract and conveyance is executed and delivered jointly and severally, and in consideration of an indebtedness of Seventy Seven Hundred & No/100 DOLLARS due the mortgagees and shown by one promissory note held by them, dated the 23d day of November 1925 executed by the undersigned A.H. and M.L. Bierkamp bearing interest at the rate of 5½ per cent. per annum from Dec. 1st, 1925, payable annually, with 8% interest on all interest in arrears. The principal of said note is the sum of \$7700.00 due December 1st, 1930.

The undersigned during the entire life of this instrument shall pay all taxes on said premises before they become delinquent, and shall furnish and deliver constant insurance upon the improvements on said premises in a reliable company satisfactory to the mortgagees in a sum not less than \$1000.00 Dollars, with policies and subrogation slips satisfactory and payable to the mortgagees.

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FIOLAR & CHAMBERS CO., DAVENPORT, IOWA

In case the undersigned fail to comply strictly with all their agreements and obligations specified in this contract, or in case of their failure to promptly pay the whole or any part of said indebtedness, either principal or interest, as the same becomes due without grace, then the mortgagees at their option without notice, may declare said entire indebtedness due at any time, and may at once foreclose this mortgage. Provided, further, that in case of failure in payment of taxes and furnishing and delivering insurance as herein provided, the mortgagees may, in addition to the other remedies herein provided, pay said taxes and provide said insurance and charge the expense thereof as claims against the undersigned due on demand with the same rate of interest and remedies for collection as provided in said notes for said indebtedness. In case of foreclosure of this mortgage or the collection of any debt or claim referred to therein, a reasonable attorney's fee shall be taxed with the costs for the mortgagees. Time is of the essence of this entire contract.

The undersigned also assign and convey to the mortgagees the use and right of possession and occupancy of all of said real estate from and after the date when the principal of said indebtedness or said claims or any part of either by the terms of this instrument or said promissory notes have become or may be declared due; and a receiver may be appointed at once to take said possession and occupancy and manage said real estate, and collect the rents and profits thereof, and apply them on said indebtedness and claims.

Now, if the undersigned and makers of said notes shall pay and discharge to the mortgagees herein their entire indebtedness and obligations provided for by said notes and this contract, as the same becomes due, then this conveyance shall be void.

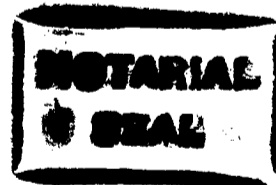
Witness our hands this 23 day of November 1925.

A.H.Bierkamp
M.L.Bierkamp

STATE OF IOWA, Scott County, ss: I, the undersigned, a Notary Public in and for said County, do hereby certify that A.H.Bierkamp and M.L.Bierkamp husband & wife personally known to me to be the identical persons whose names are affixed to the above conveyance and instrument as grantors and makers thereof, and that they this day came personally before me and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial Seal this 28 day of November 1925.

Alphons Bruning
Notary Public.



Filed for record the 28th day of December