

Mortgage Record No. 75, Madison County, Iowa

107

OGN BROTHERS, INC. DES MOINES 20226

FROM

Daisy Creger and husband, Ora E.,

Filed for Record the 26th day of February

A. D. 1925, at 3:00 o'clock P.M.

TO

Security Loan & Title Company

#416

Gladys B. DeVault, Recorder

By Deputy

Fee \$.80

This Mortgage Made the 30th day of January 1925, by and between Daisy Creger and Ora E. Creger, husband and wife, of Madison County, and State of Iowa 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 Four Hundred and No/100 (\$ 5,400.00 ) 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:

Northeast Quarter of the Southeast Quarter of Section 23 and the Northwest Quarter wide of the Southwest Quarter of Section 24, except a strip 5 rods off of the South side of each forty-acre tract and except a strip 21 rods wide off the North side of each forty-acre tract; & Commencing at a point 26-2/3 rods South of the Northeast corner of Southwest Quarter of the Northwest Quarter of Section 25, thence South 26-2/3 rods, thence West 160 rods, thence North 26-2/3 rods, thence East 160 rods to the place of beginning; also commencing at a point 75 rods South of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 24, thence South 24 rods, thence West 160 rods, thence North 24 rods, thence East 160 rods to the place of beginning, except a tract described as follows:- Commencing 1006-1/2 feet North and 197 feet East of the Southwest corner of Section 24, thence 198 feet East, thence North 110 feet, thence West 198 feet, thence South to the Place of beginning, all in Township 75 North of Range 27 West of the 5th P.M., Madison County, Iowa.

containing in all 104.66 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 Four Hundred and No/100 (\$ 5,400.00 ) Dollars, on the 1st day of March, A. D. 1930, with interest according to the tenor and effect of the six certain promissory notes of the said Daisy Creger and Ora E. Creger, husband and wife, 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.

Daisy Creger

Ora E. Creger

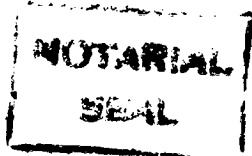
STATE OF IOWA, } ss. MADISON COUNTY, }

On this 30th day of January, A. D. 1925, before me, the undersigned, a Notary Public, within and for said County, personally appeared Daisy Creger and Ora E. Creger, husband and wife, to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed

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

L. P. Jackson

Notary Public in and for Madison County, Iowa



Vertical handwritten notes on the left margin: 'This Mortgage having been paid in full, I hereby release and discharge the same of record, this 9th day of April 1930. E. E. Douglas. Witnessed By Pearl E. Shetty Recorder.' and 'Partial assignment of Advanced Mortgage, see Mortgage Record 73 Page 227. Partial assignment of Advanced Mortgage see Mortgage Record 90 Page 439. Madison County Record 90 Page 418. Extension for Assignment of Advanced Mortgage see Mortgage Record 73 Page 226. Partial assignment of Advanced Mortgage, see Mortgage Record 73 Page 227. Partial assignment of Advanced Mortgage, see Mortgage Record 90 Page 418. Madison County Record 90 Page 418. Partial assignment of Advanced Mortgage, see Mortgage Record 73 Page 227. Partial assignment of Advanced Mortgage, see Mortgage Record 90 Page 418. Madison County Record 90 Page 418.'