

Mortgage Record, No. 78, Madison County, Iowa

George Werts _____)
 to _____) (Mortgage
 G. A. Piatt _____) #652
 Filed for record the 7th day of March A.D., 1925
 at 11:24 o'clock A.M.
 Gladys B. DeVault, Recorder.
 Paul Lucas, Deputy.
 Fee \$.90 ✓

Know All Men by These Presents: That George Werts and Alma Werts, his wife, of Madison County, and State of Iowa in consideration of the sum of Twenty Four Hundred and No/100 DOLLARS, in hand paid by G. A. Piatt of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said G. A. Piatt the following described premises situated in the County of Madison and State of Iowa to-wit:

Township Seventy seven (77) North, Range Twenty Nine (29)
 South Half of Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-six (26), West of
 the 5th P.M. Iowa, containing 80 acres more or less, according to Government survey.

It is understood and agreed that this mortgage is junior and second to a first mortgage of \$8,000.00 in favor of the Federal Land Bank of Omaha, Nebr. And we hereby covenant with the said G. A. Piatt 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 encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; except as above mentioned. and the said Alma Werts hereby relinquish_s her 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 Werts heirs, executors or administrators shall pay or cause to be paid to the said G. A. Piatt executors and administrators or assigns, the sum of Twenty-four Hundred Dollars, on the 1st day of March 1927.

.....Dollars, on the....day of....19.....Dollars, on the.....day of.....19....
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 with interest thereon according to the tenor and effect of the one promissory note of the said George Werts and Alma Werts payable to G. A. Piatt bearing even date then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said George Werts shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage

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FIOLAR & CHAMBERS CO., DAVENPORT, IOWA

shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said George Werts shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$....., and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said.....fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said.....allows the taxes to become delinquent upon said property or permits the same, or any part thereof, to be sold for taxes, or if fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable indays thereafter; and the mortgagee....heirs or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said.....in addition to the amount of said debt interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 28th day of February 1925.

George Werts
Alma Werts

STATE OF IOWA, Madison County, ss: On this 28th day of February A.D., 1925, before me personally appeared George Werts and Alma Werts, his wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

W. H. Williams
Notary Public in and for said County.

