

Mortgage Record, No. 78, Madison County, Iowa

E. M. Fisher, Etta Fisher) Filed for record the 11th day of March A.D.,
 to (Mortgage 1925 at 10:48 o'clock A.M.
 G. A. Gutshall)#715 Fee\$.80 Gladys B. DeVault, Recorder.

Know all Men by These Presents: That We, E. M. Fisher and Etta Fisher, his wife of Madison County, and State of Iowa, in consideration of the sum of Twenty five hundred and no/100 DOLLARS, in hand paid by G. A. Gutshall of Dallas County, and State of Iowa, do hereby SELL AND CONVEY unto the said G. A. Gutshall the following described premises situated in the County of Madison and State of Iowa, to-wit:

The North east quarter ($\frac{1}{4}$) of the south east quarter ($\frac{1}{4}$) Section one (1)

Township seventy five (75) North, Range Twenty eight (28) West of the 5th P.M.

And we hereby covenant with the said G. A. Gutshall 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; and the said Etta Fisher hereby relinquishes 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 E. M. Fisher and Etta Fisher Their heirs, executors or administrators shall pay

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assigns, the sum of Twenty five hundred Dollars, on the 1st day of March, 1930

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with interest thereon From March 1, 1925 according to the tenor and effect of the one promissory note of the said E. M. Fisher and Etta Fisher payable to G. A. Gutshall bearing even date herewith then these presents to be void, otherwise to remain in full force. It is hereby agreed that said E. M. Fisher and Etta Fisher 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 shall stand as security for such taxes, assessments and interest so paid.

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.

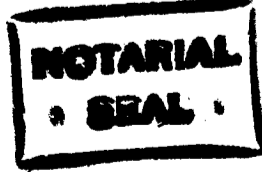
It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said E. M. Fisher and Etta Fisher 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 note promptly as the same becomes due, the note secured hereby shall become due and payable in thirty days thereafter; and the mortgagee his 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 E. M. Fisher and Etta Fisher 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 10th day of March 1925.
 E. M. Fisher
 Etta Fisher

STATE OF IOWA, Dallas County, ss: On this 10th day of March A.D., 1925, before me personally appeared E. M. Fisher and Etta Fisher, 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.

Chas C. Cook
 Notary Public in and for said County.



This Mortgage having been paid in full, I hereby release and discharge the same of record, this 2nd day of June 1927

Attest my hand and seal of office this 10th day of March 1925, Recorder