

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

... for the County and State aforesaid personally.

Bertha McGlasson
Notary Public in and for said County.



Frank G. Snyder and wife)
Fred A. Kayser and wife)
to (Mortgage
The Guaranty Life Insurance Company) #926

Filed for record the 28th day of March
A.D. 1925 at 9:15 o'clock A.M.
Gladys B. DeVault, Recorder.
Fee \$.80

THIS MORTGAGE, Made the 15th day of February 1925, by and between Fred A. Kayser and Jennie Kayser, husband and wife and Frank G. Snyder and Mabel F. Snyder, husband and wife of Hamilton County, and State of Iowa, hereinafter called the mortgagors and The Guaranty Life Insurance Company of Davenport, Scott County, Iowa, a body corporate, existing under and by virtue of the laws of the State of Iowa, hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Eighteen thousand (\$18,000.) DOLLARS, paid by the Mortgagee. do hereby convey to the mortgagee, its successors or assigns, forever, the following tracts of land in the County of Madison State of Iowa to-wit:

The East half of the South-west quarter of Section Thirty-two (32), Township Seventy-seven (77), North, Range, Twenty-six (26), West 5th P.M., Iowa; and also the West fractional half of the North-east quarter and the North-east fractional quarter of the North-west quarter

All in Section No. Five (5), Township No. Seventy-six (76), North, Range No. Twenty-six (26), West of the 5th P.M., containing in all 204.02 acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever.

All rights of homestead and contingent interest known as Dower, or however else, are hereby conveyed. To be void upon the following conditions:

For Release of amended Mortgage #1
Mortgage Record 55 Page 62
Mortgage Record 82 Page 550

Mortgage Record, No. 78, Madison County, Iowa

First, That the mortgagors shall pay to the mortgagee, or its successors or assigns, the sum of Eighteen thousand (\$18,000.) DOLLARS, on the first day of June A.D. 1930, with interest thereon at the rate of five and one-half (5½) per cent per annum, payable annually, according to the tenor and effect of the one certain promissory note, with six (6) Coupons attached, of the said Fred A. Kayser and Jennie Kayser, Frank G. Snyder and Mabel F. Snyder bearing even date with these presents. All principal and interest not paid when due draws interest at the rate of eight (8) per cent per annum; principal and interest payable at the office of said Company, in Davenport, Iowa.

Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible companies, for the use and security of the mortgagee, in a sum not less than their insurable value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagors shall pay, when due, all taxes and assessments, either general or special, levied or assessed against said premises; if mortgagors fail either to pay such taxes or effect such insurance, then the mortgagee may do so, and the amounts paid shall be recovered, with eight per cent per annum interest thereon, from mortgagors, and constitute a portion of the debt hereby secured.

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 hereby is, authorized to take immediate possession of all said property, and to rent the same, and shall be held liable to account to mortgagors 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 in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as part of the costs of suit, and collected in same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

Frank G. Snyder
Mabel F. Snyder
Fred A. Kayser
Jennie Kayser

STATE OF IOWA, HAMILTON COUNTY, ss: On the 12th day of March A.D., 1925, before the undersigned, a Notary Public in and for said County, came Fred A. Kayser and Jennie Kayser, husband and wife and Frank G. Snyder and Mabel F. Snyder, husband and wife to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written.



Guyon C. Whitley
Notary Public, Hamilton, County, Iowa.