

Mortgage Record, No. 78, Madison County, Iowa

FIDLER & CHAMBERS CO., DAVENPORT, IOWA

First: That the mortgagers, their heirs or assigns, shall pay to the mortgagee, its successors or assigns, the sum of Two hundred Fifty and no/100 (\$250.00) Dollars, according to the tenor and effect of the one certain promissory note of the said Robert L. Leach, Receiver for the Exchange State Bank of Stuart, Stuart, Iowa, dated February 14th, 1925, and all such other sums of money as may at any time be owing to the said mortgagee, according to the terms of such indebtedness, or of the conditions of this mortgage, all payable at the office of SECURITY LOAN AND TITLE COMPANY, at Winterset, Iowa.

Second: That the mortgagors shall keep the buildings on said premises insured in some responsible company or compaines, satisfactory to mortgagee, for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies or renewal receipts to the mortgagee.

Third. That the mortgagors shall pay when due, all prior liens on said premises; if any, and shall promptly pay all interest thereon, and strictly comply with all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises, before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to ^{at} any time pay off or take assignment of any prior liens, or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments, and shall be secured hereby; and should the mortgagee become involved in litigation, in maintaining the security created by this mortgage, or its priority, or validity, or any rights or interests hereunder, then this mortgage, shall secure the repayment and recovery of all money, costs, expenses or advancements hereunder or made necessary thereby, including reasonable attorney's fees incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby and with interest at eight per cent per annum thereon, from the date of any such payments.

And it is further expressly agreed that 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 any and all interest when due, shall at the mortgagee's option, cause the whole and all sums hereby secured, to become due and collectible forthwith without notice or demand, and mortgagee 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 upon all crops thereafter raised, grown, or then maturing, on said real estate, and all rents and profits thereafter accruing thereon, and the mortgagee shall be, and hereby is authorized to take immediate possession of all of said property, and to rent the same, and shall be held liable to the 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. As auxiliary to and in aid of foreclosure, the holder of this mortgage may at his option at any time during the pendency of the foreclosure proceedings have a receiver appointed by the court having jurisdiction of such foreclosure or in vacation by the judge of said court, to take possession of said mortgaged premises and rent the same and apply the proceeds under the direction of the court to the discharge and payment of the costs of such receivership, foreclosure, and mortgage debt.

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And in the event a suit is lawfully commenced to forclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner.

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

Robert L. Leach,
Receiver for the Exchange State Bank of Stuart,
Stuart, Iowa.

State of Iowa, Polk County, ss: On this 20th day of February A.D. 1925, before me personally appeared Robert L. Leach, to me personally known to be the identical person who executed the above instrument and who being by me duly sworn did say that he is the duly appointed and qualified Receiver of the Exchange State Bank of Stuart, Stuart, Iowa, and that he executed the said instrument as Receiver, under authority of the District Court of Guthrie County, Iowa, in case No. 9645 entitled Robert L. Leach, Superintendent of Banking of the State of Iowa, Plaintiff, vs Exchange State Bank of Stuart, Stuart, Iowa, Defendant, and the said Robert L. Leach acknowledged the execution of said instrument to be his voluntary act and deed as said Receiver.

In witness whereof I have hereunto subscribed my name and affixed my seal on the day last above written.

Elizabeth P. Walker
Notary Public in and for said County and State.

**NOTARIAL
SEAL**

STATE OF IOWA, GUTHRIE COUNTY, SS; IN THE DISTRICT COURT OF SAID COUNTY.

I, A.D. Sayre, Clerk of the District Court, in and for said County, do hereby certify that the foregoing mortgage executed by Robert L. Leach, Receiver for the Exchange State Bank of Stuart, Iowa, as stated therein, to Security Loan & Title Company of Winterset, Iowa, having been by said Receiver returned into Court for approval, and it appearing to the Court that said Robert L. Leach as Receiver has complied with all the requirements of the law, and the orders of this Court, in making such Mortgage, it was therefore ordered that said Mortgage be, and the same was on the 16th day of March A.D. 1925, approved by said Court.

WITNESS, my hand and seal of said Court hereto affixed this 16th day of March, A.D. 1925.

(District Court Seal)

A. D. Sayre
Clerk of the District Court.