

Mortgage Record, No. 78. Madison County Iowa

E. E. Williams)
to (Mortgage.
St. Charles Savings Bank) #1065

Fee \$1.00

Filed for record the 24th day of April
A.D. 1926 at 9:50 o'clock A.M.
Gladys B. DeVault, Recorder.
Paul Lucas, Deputy.

Know All Men By These Presents: THAT E.E.Williams of Madison County and STATE of IOWA, in consideration of the sum of Five hundred 00/100 Dollars in hand paid by St Charles Savings Bank, of St Charles, Iowa the receipt whereof is hereby acknowledged do hereby sell and convey unto the said St Charles Savings Bank, St Charles, of Madison County, Iowa, the following described premises situated in the County of Madison and State of Iowa to-wit:

Lots Two (2) and Seven (7) in Block One (1) Clantons Additions of 1888, to the Town of St Charles, Madison County, Iowa.

And we hereby covenant with said St Charles Savings Bank that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same, and that they are free and clear of all liens and incumberances whatsoever. And we covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever and the said Grace Williams hereby relinquishes her right of dower in and to the above premises: PROVIDED always, and these presents are upon this express condition. That if the said E.E.Williams heirs, executors or administrators shall pay or cause to be paid to the said St Charles Savings Bank, of St. Charles, Iowa, Iowa, their executors, administrators or assigns, the sum of Five hundred 00/100 Dollars on the 15th --- March, 1927 according to the tenor of the promissory note of said E.E.Williams & Grace Williams and also all other debts and obligations now or hereafter made or incurred by the said E.E.Williams and Grace Williams due or to become due the said St Charles Savings Bank, not to exceed the sum of \$2800.00 and interest as provided in the various note or notes which may be given by the said E.E.Williams and Grace Williams to St Charles Savings Bank, and interest payable on any indebtedness which may be owing by the said E.E.Williams & Grace Williams to the said St Charles Savings Bank, not to exceed the sum of \$2800.00 not evidenced by notes and interest thereon. The intention of this mortgage is to secure the said St Charles Sav. Bank for any indebtedness now or hereafter made or incurred by the said E.E.Williams due or to become due the said St Charles Sav. Bank not to exceed the

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FIOLAR & CHAMBERS CO., DAVENPORT, IOWA

sum of \$2800.00 and interest thereon which is evidenced by notes or otherwise. And if the said E.E. Williams shall keep all the agreements of this mortgage, then and in that case these presents to be void; otherwise to remain in full force.

AND IT IS HEREBY AGREED that if the said E.E. Williams allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if ----- fails to pay the interest on said note or notes promptly as the same becomes due, the note or notes secured hereby shall become due and payable in 30 days thereafter, or within 30 days after any note becomes due and is unpaid, or any other obligation which remains unpaid for 30 days, and the mortgagee, their heirs or assigns may proceed to foreclose this mortgage. In case it becomes necessary to commence proceedings to foreclose this mortgage, then the said E.E. Williams in addition to the amount of said indebtedness, interest and cost, agrees to pay the mortgagee herein named or to pay the assignee of this mortgage a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgement in such foreclosure case.

IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements so that this mortgage, can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured by this mortgage. A receiver of the mortgaged property shall be appointed at any time after any such default, either independently or in connection with foreclosure of this mortgage, and if in connection with such foreclosure such receiver may be appointed at the commencement of the suit or during its pendency or after decree and sale if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property.

Signed and delivered this 15th day of March 1926.

E.E. Williams
Grace Williams

STATE OF IOWA, WARREN COUNTY, SS: ON this 17th day of March, 1926, before me G.L. NINE a Notary Public, within and for said County, personally appeared E.E. Williams and Grace Williams personally to me known to be the identical persons whose name__ are affixed to the foregoing instrument as grantors and acknowledged that they executed the same, as their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at St Marys Iowa on the date last above written.

G.L. Nine
Notary Public, Warren County, Iowa.

NOTARIAL
SEAL