

Mortgage Record, No. 78, Madison County, Iowa

Ward W. Ory and Hazel M. (wife))	Filed for record the 29th day of April
to	(Mortgage	A.D. 1926 at 11:20 o'clock A.M.
L. V. Russell)	Gladys B. DeVault, Recorder.
	#1121 Fee \$1.50	Paul Lucas, Deputy.

THIS INDENTURE, Made and executed the 29th day of March A.D. Nineteen Hundred and Twenty-Six by and between Ward W. Ory and Hazel M. Ory, (husband and wife) of the County of Madison and State of Iowa, party of the first part, and L.V. Russell of Dallas County, Iowa, party of the second part, WITNESSETH, that the said party of the first part, for, and in consideration of the sum of Fifteen Thousand DOLLARS, paid by the party of the second part, the receipt of which is hereby acknowledged, has GRANTED AND SOLD and does by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said party of the second part, his heirs and assigns forever, the certain tract or parcel of Real Estate situated in the County of Madison and State of Iowa, described as follows, to-wit: The fractional North West Quarter of Section One (1), (containing 153.48 acres) and the North one-half of the South West Quarter of Section One (1) and the North West Quarter of the South East Quarter of Section One (1) all in Township Seventy-seven (77) North, of Range Twenty-eight (28) West 5th., P.M. Madison County, Iowa, containing in all 273.48 acres (less the right of way of the C.R.I. & P.R.R.Co., =41/100 acre)

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said second party and his heirs and assigns forever. The said Ward W. Ory and Hazel M. Ory represent to and covenant with the party of the second part, that they have good right to sell and convey said premises, that they are free from incumbrance and that they will warrant and defend said premises against the lawful claim of all persons whomsoever, and the said Hazel M. Ory hereby releases all her right of dower, and every contingent right, in and to said premises, and said parties of the first part relinquish and convey all right of homestead in said premises.

THIS INSTRUMENT is made, executed and delivered upon the following express conditions

FIRST. That said Ward W. Ory and Hazel M. Ory shall pay said L.V. Russell or order Fifteen Thousand Dollars on or before November 1st., 1926 with interest on all of said money from this date until paid, at the rate of six per cent, per annum, payable annually on the 1st., day of November in each year, according to the tenor and effect of the one promissory note of the said Ward W. Ory & Hazel M. Ory dated March 29th 1926, payable at the office of Russell Loan & Title Co., at Adel, Iowa. and it is stipulated in said note and in this mortgage, that should any of said interest not be paid when due, it shall bear interest at the rate of eight per cent per annum from the time the same becomes due, and this mortgage shall stand as security for the same.

SECOND. That said Ward W. Ory & Hazel M. Ory shall pay all taxes and assessments

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FIDLAR & CHANNERS CO., DAVENPORT, IOWA

levied upon said Real Estate before the same become delinquent, and shall deliver the receipts therefor to said second party, and in case not so paid, the holder of this mortgage shall have the right to declare the whole sum of money herein secured due and collectible at once, or they 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.

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

FOURTH. The said party of the first part shall keep all buildings, fences and other improvements on said Real Estate in as good repair and condition as the same are at this date.

FIFTH. IT is further stipulated and agreed that a failure to pay any of said money, either principal or interest, or any money paid by said second party for taxes, insurance, or rents, within thirty days after the same becomes delinquent, or a failure to perform or comply with any of the foregoing conditions and agreements, shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs.

SIXTH. And it is further expressly agreed, that in the event of any failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party shall be and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be 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 said second party in the collection of said sums by foreclosure or otherwise.

SEVENTH. And it is further agreed, that in the event of the commencement of an action for the foreclosure of this mortgage upon any default being made, that a reasonable attorney's fees shall become due from the first party to the second party, and shall be paid in the event of a settlement before a decree of foreclosure shall be obtained; and in case a foreclosure is instituted the mortgagor further agrees to pay for an abstract of title, which expenses shall also be taxed as part of the costs in the cause; and if a decree of foreclosure shall be entered, then a reasonable attorney's fee, besides foregoing retainer, shall be taxed by the Court, and this mortgage shall stand as security therefor, and the same shall be included in said decree, and shall be made by the sheriff on general or special execution, with the other money, interest and costs; and should second party become involved in other litigation by reason hereof, all the costs, charges and expenses thereof, including a reasonable amount for attorney's fees, shall be paid by the first party and shall be taxed by the Court and collected as aforesaid.

EIGHTH. The said first party hereby expressly agrees to comply with and perform the foregoing conditions and agreements, and upon compliance therewith these presents

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shall be void, otherwise to remain in full force and effect.

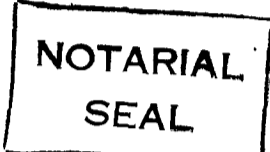
IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written,

Ward W. Ory (L.S.)
Hazel M. Ory (L.S.)

STATE OF IOWA, Dallas County, ss: BE IT REMEMBERED, That on this 29th day of April A.D. 1926, before the undersigned, a Notary Public in and for said County personally appeared Ward W. Ory and Hazel M. Ory (husband and wife) to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as grantors and acknowledged the execution of the said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial seal, by me affixed, the day and year last above written.

C. Bartlett Dawes
Notary Public for Dallas County, Iowa.



R. E. Simpson

D.