

Mortgage Record, No. 78, Madison County, Iowa

...the said lien created by it by virtue of said Mortgage has or might be defeated,

For Release of annexed Mortgage see
Mortgage Record 83 Page 384

V. E. Brammer
Notary Public, Scott County, Iowa.

SEAL

Patrick Morris	} Mortgage	#1200	Fee\$.80	Filed for record the 7th day of May A.D., 1926 at 3:10 o'clock P.M. Gladys B. DeVault, Recorder.
to				
The Citizens National Bank of Winterset				

KNOW ALL MEN BY THESE PRESENTS: THAT Patrick Morris, Unmarried, of the County of Madison and State of Iowa, in consideration of the sum of Three Thousand DOLLARS, in hand paid, do hereby sell and convey unto The Citizens National Bank of Winterset of the County of Madison State of Iowa the following described premises, situated in the County of Madison State of Iowa, to-wit:

The East Half of the Southeast Quarter of Section Two: the Northeast Quarter of the Northeast Quarter of Section Eleven; the West half of the Northwest Quarter of the Northwest Quarter of Section Twelve and the East Fifteen acres of the

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

Southwest Quarter of the Southwest Quarter of Section Nine; all in Township Seventy-six North, Range Twenty-six, West of the 5th P. M.

and which the said first party represents to belong to him under legal title.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, to the said The Citizens National Bank of Winterset and to its successors and assigns forever;

PROVIDED, always, and these presents are upon the express condition that if the said Patrick Morris, his heirs, executors, administrators or assigns shall pay or cause to be paid to the said The Citizens National Bank of Winterset, its successors or assigns the sum of Three thousand ----- with interest thereon at the rate of 8 per cent per annum, until the same is fully paid, according to the tenor and effect of the One promisory note of said Patrick Morris bearing even date with these presents, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of the non-payment by the said party of the first part, or his heirs, executors or administrators, of the said interest or principal, or any part thereof for the space of thirty days after the same becomes due, or on his failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$2000.00 in a stock company approved by mortgagee, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable. This mortgage is given subject only to mortgage of record.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all liens, encumbrances, taxes or assessments, and agrees to pay all taxes or assessments, that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid, as aforesaid.

IT IS ALSO AGREED, that in case of default in any respect 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 hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver, with the usual power to take and to hold such rents and profits for the benefit of the plaintiff and subject to the order of the court. Cancellation hereof to be at mortgagor's expense.

And the said Patrick Morris hereby relinquishes his right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 3d day of May A.D. 1926.

Patrick Morris

STATE OF IOWA, Madison County, ss: On this 7th day of May A.D. 1926, before me J. Robert Cornell, a Notary Public in and for said County, personally appeared Patrick Morris to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto as grantor and acknowledged that he executed the same as his voluntary act and deed.

MADE under my hand and Seal of office the day and year last above written.

J. Robert Cornell
Notary Public in and for Madison County, Iowa.

