

Mortgage Record, No. 78, Madison County, Iowa

P.M. Ohrt & wife)	Filed for record the 18th day of May A.D.,
to	(Mortgage	1926 at 10:10 o'clock A.M.
Iowa State Bank, Dexter.)	#1257	Fee \$.90 ✓
		Gladys B. DeVault, Recorder.
		Paul Lucas, Deputy.

KNOW ALL MEN BY THESE PRESENTS: That Peter M. Ohrt and Era M. Ohrt, his wife of the County of Madison and State of Iowa, parties of the first part, in consideration of Sixty Two Hundred Fifty and no/100 DOLLARS the receipt whereof is hereby acknowledged in hand paid by the Iowa State Bank, Dexter, Iowa of the County of Dallas and State of Iowa, party of second part, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part their assigns forever the following described real estate, lying and being situated in the County of Madison and State of Iowa, to-wit: The North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Four (4) and the South Forty Four (44) Acres of the East half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Five (5) all in Township Seventy Seven (77) North Range Twenty nine (29) west of the Fifth P.M. In Madison County, Iowa.

(This mortgage is made subject to a first mortgage now upon said premises in the sum of \$10,000.00)

TO HAVE AND TO HOLD the premises above described with all the appurtenances thereunto

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belonging unto the said second party and to their heirs and assigns forever. The said parties of the first part hereby covenants that the above described premises are free from any incumbrances except as above stated and that they will WARRANT and DEFEND the title unto the said party of the second part their heirs, and assigns, against all persons whomsoever lawfully claiming the same; Provided always, and these present are upon this express condition, that if the said Peter M. Ohrt and Era M. Ohrt their heirs, executors, administrators, or assigns shall pay the said Iowa State Bank, heirs, executors administrators, or assigns the sum of One Thousand and no/100 Dollars, on the 20th day of August 1926 Twenty Five Hundred & No/100 Dollars, on the 20th day of August 1926 Twenty Seven Hundred Fifty Dollars on the 14th day of October 1926.Dollars, on the....day of..19....Dollars, on the....day of..19.. with interest thereon payable semi-annually at the rate of 8 per cent per annum according to the tenor and effect of the three promissory note__ of said Peter M. Ohrt & Era M. Ohrt payable to the Iowa State Bank, Dexter, Iowa or order, and bearing date Feb. 20 & Apr. 14, 26 then these presents to be void, otherwise to remain in full force.

The grantors herein further agree to keep the buildings on said foregoing described premises insured against fire and lightning and windstorms, tornadoes and cyclones to the amount of ----- DOLLARS in some company satisfactory to the grantee herein, his executors, administrators, or assigns and payable in case of loss to such grantee, his executors, administrators or assigns, as his or their interest may appear; the grantors also further agree to pay all taxes, ^{or} assessments levied on said described premises when the same shall be due and before the same or any part thereof, shall become delinquent In default of the grantors to provide such insurance or to pay such taxes or assessments when due then the grantee herein, his executors, administrators or assigns may procure such insurance, or may pay such taxes or assessments or either, and shall receive 8 per cent interest payable semi-annually, on all such payments from the date thereof and this mortgage shall stand as security for ^{all} such payments for insurance, taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to provide such insurance, pay such taxes or assessments or any interest thereon, or of the principle or any part thereof, or either, when due, the grantee, his executors, administrators, or assigns may declare the whole sum hereunder remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney, All unpaid interest shall bear 8 per cent interest per annum, payable semi-annually from the time when due.

And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fees and receiver's costs and expenses, and may discharge the usual duties of receiver.

And said Era M. Ohrt hereby relinquishes her right of dower in the forgoing described real estate, subject to the above reservations and conditions.

Signed by the parties of the first part this 13th day of May, 1926.

P.M. Ohrt
Era M. Ohrt

STATE OF IOWA, Dallas County, ss: On this 13th day of May A.D. 1926, before me Howard Calfee, a Notary Public in and for said County, personally appeared P.M. Ohrt & Era M. Ohrt to me known to be the identical persons named in and who executed the foregoing instrument and whose name__ are affixed thereto as grantors and acknowledged that they

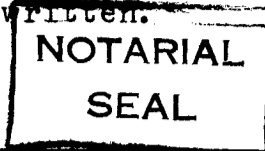
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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

executed the same as their voluntary act and deed.

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

Howard Calfee
Notary public in and for said County.



Peters Trust Company)

Filed for record the 19th day of May A.D., 190