

Mortgage Record, No. 78, Madison County, Iowa

John T. McDonald & wife)
 to) Mortgage
 DeSoto Savings Bank &)
 Stuart Savings Bank) #1462 Fee \$1.00

Filed for record the 21st day of June
 A.D. 1926 at 10:25 o'clock A.M.
 Gladys B. DeVault, Recorder.
 Paul Lucas, Deputy.

THIS INDENTURE, made and executed this 12 day of June Nineteen Hundred and Twenty Five by and between John T. McDonald & Bertha E. McDonald (Husband & Wife) of the County of Dallas and State of Iowa, parties of the first part, and DeSoto Savings Bank, DeSoto Iowa, & Stuart Savings Bank, Stuart, Iowa, of the Counties Dallas & Guthrie and State of Iowa party of the second part, WITNESSETH: That the said part of the first part, for and in consideration of the sum of Forty three hundred & NO/100 DOLLARS paid by said second party, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said second parties and assigns, forever, the following described real estate, situated in Madison County, Iowa, to-wit:

The West half of the North east quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$) Sec 20-77-27.

North east quarter of North West Quarter ($NE\frac{1}{4}$ of $NW\frac{1}{4}$) Sec 20-77-27.

North east quarter of North east quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$) Sec 20-77-27.

West one half of the South east quarter ($W\frac{1}{2}$) of $SE\frac{1}{4}$) Sec 17-77-27.

Consisting of 240 acres in Jefferson Township Madison County, Iowa. This mortgage is given subject to a first mortgage and second mortgage on this land as follows.

First Mortgage to the Titus Loan & Investment co., Muscatine, Iowa, for \$33,000, dated Sept. 1, 1919. and second mortgage to W.H. Brenton of Dallas County dated December 29, 1921, for \$5,500.

It is expressly understood that the said DeSoto Savings Bank & Stuart Savings Bank does not agree to assume or pay either the first or second mortgage in any way. In case of renewal of any of the notes secured hereby, this mortgage shall remain as security for any part of the original indebtedness remaining unpaid in the said renewal.

The said first parties represents and covenants that they have good right to sell and convey said premises; that they are free from incumbrance and that they will WARRANT AND DEFEND the same against the lawful claims of all persons whomsoever.

And the said first parties hereby release and convey all rights of dower and homestead in said premises.

This instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST. Said John T. McDonald & Bertha E. McDonald promised to pay said De Soto Savings Bank & Stuart Savings Bank or order Forty three hundred & No/100 DOLLARS with interest thereon from June 12 1925, until paid, at the rate of 6 per cent payable annually, on the 12 day of June in each year, according to the terms of his Two promissory notes and interest coupons attached.

SECOND. Said first parties further agree that interest due and unpaid shall draw interest at 6 per cent and that all taxes and assessments, either general or special, levied upon said premises shall be paid before delinquent, as also any personal tax which may become a lien on said premises; and not so paid the holder of this mortgage may declare the whole amount herein secured due, or he may, if he so elects, pay said taxes and assessments, and shall be entitled to interest at 6 per cent thereon, for all of which this mortgage shall stand as security.

THIRD. Said first parties further agrees to keep said premises in as good repair as they now are or may be placed at any future time.

FOURTH. Said first parties agrees that in the event of failure to pay either interest or principal within thirty days after due, or to perform or comply with any of the conditions or agreements herein, that the whole sum secured hereby may become due and collectible at once, at the election of the holder hereof, which election may be mani-

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FIDLER & CHAMBERS CO., DAVENPORT, IOWA

festated by the beginning of suit hereon, and not otherwise.

FIFTH. In the event of the beginning of a suit to forclose this mortgage, or to enforce any of its terms, a reasonable attorney's fee and all expenses, including abstract of title, or continuation thereof, shall be taxed by the court and included in the judgment and in the decree, if on foreclosure. And in the event of such default the holder of this mortgage is hereby authorized and empowered, if he so elects, to take immediate possession of said premises, by attorney or agent, and to rent the same, and he shall be held liable to account to the mortgagors only for the net profits thereof; and said right of possession and to rent shall continue until the right of redemption has expired and sheriff's deed made upon the sale or foreclosure, unless the full amount, with costs and expenses, is paid before.

All the foregoing conditions, covenants and agreements being fully performed, this conveyance to be void, otherwise to be of full force and effect.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set our hands the day and year first above written.

John T. McDonald
Bertha E. McDonald

State of Iowa, Polk County, ss: BE IT REMEMBERED, That on this 25th day of June A.D., 1925, before the undersigned, a Notary Public in and for said County and State, personally appeared John T. McDonald and Bertha E. McDonald to me personally known to be the identical persons whose name__ are affixed to the foregoing mortgage as mortgagor__ and acknowledged the execution of the same to be thier voluntary act and deed.

WITNESS my hand and seal the day and year above written.

Ruth Anderson
Notary Public in and for Polk County, Iowa.

NOTARIAL
SEAL

Filed for record the 25th day of June.