

Mortgage Record, No. 78, Madison County, Iowa

My Commission Expires March 12, 1930.

S. C. Moreland and wife, )		Filed for record the 27th day of
Lizzie Moreland )		August A.D. 1926 at 9:35 o'clock A.M.
to )	(Mortgage	Gladys B. DeVault, Recorder.
Redfield Savings Bank )	#1798 Fee \$ .90 ✓	Paul Lucas, Deputy.

Know All Men By These Presents: That S.C. Moreland and Lizzie Moreland, his wife of Madison County, and State of Iowa in consideration of the sum of Four thousand DOLLARS, in hand paid by Redfield Savings Bank of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Redfield Savings Bank the following described premises situated in the County of Madison and State of Iowa to-wit:

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-three (33) Township Seventy-seven (77) North, of Range Twenty-eight (28), Excepting a piece of land in the southwest corner, being ten (10) rods east and west and sixteen (16) rods north and south,--West of the Fifth Principal Meridian, Iowa.

And we hereby covenant with the said Redfield 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; that they are free and clear of all liens and encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Lizzie Moreland hereby relinquish her right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said S.C. Moreland and Lizzie Moreland, their heirs, executors or administrators shall pay or cause to be paid to the said Redfield Savings Bank, its executors and administrators or assigns, the sum of Four Thousand Dollars, on the 1, day of September 1931.

.....Dollars, on the.....day of...19... ..Dollars, on the....day of.....19....  
 .....Dollars, on the.....day of...19.....Dollars, on the....day of.....19....  
 .....Dollars, on the.....day of...19.....Dollars, on the....day of.....19....  
 .... ..Dollars, on the.....day of.....19.....Dollars, on the....day of.....19....

with interest thereon at six per cent according to the tenor and effect of the one promissory note of the said S.C. Moreland and Lizzie Moreland payable to Redfield Savings Bank bearing date August 23, 1926 then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said S.C. Moreland and Lizzie Moreland shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and

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FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

this mortgage shall stand as security for such taxes, assessments and interest so paid.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held 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 the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said S.C. Moreland and Lizzie Moreland allows the taxes to become delinquent upon said property, or permits the same, or any part, thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in thirty days thereafter; and the mortgagee its heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said S.C. Moreland and Lizzie Moreland in addition to the amount of said debt, interest and costs, agree to pay the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 23, day of August 1926.

S.C. Moreland  
Lizzie Moreland

STATE OF IOWA, Madison County, ss: On this 23rd day of August A.D., 1926, before me personally appeared S.C. Moreland and Lizzie Moreland, his wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Scott Shifflett  
Notary Public in and for said County.

NOTARIAL  
SEAL