

## Mortgage Record, No. 78, Madison County, Iowa

WITNESS my hand and official seal the day last above written.

Roy R. Hutzell  
Notary Public in and for said County.NOTARIAL  
SEAL

Rachel Holderbaum )	Filed for record the 27th day of August A.D.
to (Mortgage.	1926 at 10:50 o'clock A.M.
Iowa State Bank, )	Gladys B. DeVault, Recorder.
Dexter, Iowa. ) #1802 Fee\$.90	Paul Lucas, Deputy.

KNOW ALL MEN BY THESE PRESENTS: That Rachel Holderbaum, single, of Dallas County, State of Iowa, in consideration of the sum of Thirty Six Hundred Ninety Four and 96/100 DOLLARS, in hand paid by The Iowa State Bank, of Dexter, Dallas County, State of Iowa, do hereby sell and convey unto the said "Iowa State Bank" the following described premises, situated in Madison County, Iowa, to-wit:

The North East Quarter (NE $\frac{1}{4}$ ) of the North East Quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17) Township Seventy Seven (77) North Range Twenty Nine (29) West of the 5th P.M. containing Forty (40) Acres.

(It is mutually agreed that this mortgage is to stand as security for any renewals or extensions of the within loan and for any future advancements or loans and for any other evidence of indebtedness of the said mortgagor or any of the parties mentioned in the notes described herein to the said Iowa State Bank, until all of the same is fully paid and this mortgage is satisfied of record). (This mortgage is given subject to a mortgage of \$5,000.00 in favor of Peter McQuie of Madison County, Iowa.

And I do hereby covenant with the said "Iowa State Bank" that I am lawfully seized of said premises; that they are free from encumbrance; except as stated above; that I have good right and lawful authority to sell and convey the same, and the said Rachel Holderbaum hereby relinquishes all her right to dower, and all her right under the homestead laws of the State of Iowa, in and to the above described premises.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Rachel Holderbaum heirs, executors or administrators, shall pay or cause to be paid to the said Iowa State Bank their heirs, executors, administrators or assigns, the sum of Eight Hundred Sixty Four & 96/100 Dollars, on the 5th day of November, 1926.

(the above note is jointly signed by J.C. Thrailkill, and Caroline Thrailkill and Rachel Holderbaum)

Five Hundred Eighty & no/100 Dollars, on the 13th day of October, 1926.  
One Thousand and no/100 Dollars, on the 25th day of November, 1926.  
Twelve Hundred Fifty & No/100 Dollars, on the 25th day of November, 1926.

with interest on all of said money from this date at the rate of 8 per centum per annum, until paid, payable annually, according to the tenor of four promissory notes as described above of even date herewith, then these presents to be void, otherwise in full force and effect.

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 8 per cent per annum from the time the same becomes due, and that this mortgage shall also stand as security for the same; and it is stipulated that a failure to pay any of said interest or principal within thirty days after it becomes due, shall cause the whole of said sum to become due, and this mortgage may be foreclosed thereupon immediately for the whole of said money and interest. And it is also stipulated that should any taxes on the above described land not be paid when due, the mortgagee, or his assigns, shall have the right to pay the same and this mortgage shall stand as security for the money so advanced and interest thereon at the rate of eight per cent per annum, payable annually.

It is further agreed that mortgagor shall keep ~~the~~ buildings and property covered by this mortgage insured, for at least ----- of its ~~gross~~ actual cash value, in good,

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FIGLAR & CHAMBERS CO., DAVENPORT, IOWA

reliable insurance companies approved by mortgagee, with clause attached, "loss, if any payable to Mortgagees, as their interest may appear," and shall pay all premiums in connection therewith. In default of same, said mortgagee shall have the right to insure said buildings and property and pay the premium therefor and this mortgage shall stand as security for the moneys so advanced for premiums and all expenses in connection therewith, and all moneys so advanced shall draw interest at the rate of eight per cent per annum.

In event of the foreclosure of this mortgage, it is agreed that a reasonable attorney's fee shall be <sup>by</sup> the Court also taxed and included by the Court in the decree of foreclosure of this mortgage, and the mortgage shall also stand as security for the same, and the same shall be included in the special execution, and be made with the other money and costs on the Sheriff's sale of said land.

Signed this 25th day of August, A.D. 1926.

Rachel Holderbaum

STATE OF IOWA, Dallas County, ss: On this 25th day of August, A.D. 1926, before me personally appeared ----- to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL  
SEAL

Howard Calfee  
Notary Public in and for said County.

Filed for record the 27th day of August.