

Mortgage Record, No. 78, Madison County, Iowa

FIOLAR & CHAMBERS CO., DAVENPORT, IOWA

Witness my hand and Notarial seal the day and year last above written.

NOTARIAL SEAL

C.C. Williams
Notary Public.

My commission expires the 4th day of July, 1927.

T. Rubinson & wife)	Filed for record the 2nd day of September
to	(Mortgage	A.D. 1926 at 11:05 o'clock A.M.
Capital City State Bank)	Gladys B. DeVault, Recorder.
Des Moines, Iowa.)#1844 Fee\$1.00	Paul Lucas, Deputy.

KNOW ALL MEN BY THESE PRESENTS: That T. Rubinson and Lenna Rubinson, his wife, first parties, of the County of Polk and State of Iowa, in consideration of the sum of Three Thousand Nine Hundred and Twenty Eight and 13/100 DOLLARS, in hand paid by Capital City State Bank of Polk County, and State of Iowa, second party, do hereby sell and convey unto the said Capital City State Bank the following real estate situated in the County of Polk and State of Iowa, to-wit:

the Southwest quarter (SW $\frac{1}{4}$), except one acre for school in Southwest corner, and the West quarter (W $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$), of Section twenty five (25), in Township seventy four (74) North, of Range twenty seven (27) West of the 5th P.M. Iowa, subject to first mortgage of record thereon, for \$10,000.00.

The said first parties hereby warrant the title against all persons whomsoever. And the said Lenna Rubinson hereby relinquishes all right and dower in and to the above described premises.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said T. Rubinson, his heirs, executors or administrators shall pay or cause to be paid to the said Capital City State Bank its successors or assigns the sum of \$3928.13, in

five notes, as follows:

- \$841.88 on August 24th, 1928 with interest at eight per cent;
- \$500.00 on August 24th, 1928 with interest six per cent;
- \$300.00 on August 24th, 1928 with interest at seven per cent;
- \$286.25 on August 24th, 1928 with interest at seven per cent; and
- \$2000.00 on August 24th, 1928 with interest at seven per cent, as provided in said five notes, and at eight per cent after maturity, said interest to be paid annually at the offices of said Capital City State Bank, in Des Moines, Ia., according to the tenor and effect of the five promissory notes of the said T. Rubinson payable to said second party, bearing even date herewith, and shall fully perform all the hereinafter named covenants, then these presents to be void, otherwise to remain in full force and effect.

Said first parties shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, before delinquent; shall not suffer waste; keep all buildings thereon insured to the satisfaction of said second party in a sum not less than \$....., delivering all policies and renewal receipts to

J. Roy M. C. Huntress + Hallie M. Beeler
 for assignment of Amended Mortgage no
 Mortgage Record \$4 no 4153

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said second party, and shall pay in case of suit, a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof (including warranty of title) causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary ^{previous} to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. In case of the foreclosure of this mortgage, under any of its provisions, it is hereby agreed that on filing the petition for such foreclosure, a Receiver shall be appointed to take possession of the mortgaged premises at once, and to hold possession of the same until the debt is fully paid or the time for redemption expires, and collect and receive all rents and profits and income thereof, and apply the same to the payment of costs and expenses incurred, the care, preservation and repair of said property, taxes and the discharge of the indebtedness secured hereby.

All money paid by said second party or assigns for insurance, taxes, abstracts or to protect the lien of this mortgage, shall bear interest at the rate of eight per cent per annum, payable annually, and be a lien on said land under this mortgage.

Dated this 24th day of August 1926.

T. Rubinson
Lenna Rubinson

STATE OF IOWA, County of Polk, ss: On this 31st day of August A.D. 1926, before the undersigned, a Notary Public in and for said County, personally appeared T. Rubinson and Lenna Rubinson husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed the day and year last above written.

E. L. Blake
Notary Public in and for Polk County, Iowa.

NOTARIAL
SEAL