

Mortgage Record, No. 78, Madison County, Iowa

John Frederick and wife) Filed for record the 11th day of September
to (Mortgage A.D. 1926, at 10:40 o'clock A.M.,
Iowa National Bank) #1911 Fee \$1.10 Gladys B. DeVault, Recorder.

KNOW ALL MEN BY THESE PRESENTS: That We, John Frederick and Allie M. Frederick, husband and wife, of the county of Polk and State of Iowa, in consideration of the sum of Four Thousand and no/100 (\$4000.00)-----DOLLARS, in hand paid by the Iowa National Bank, of Des Moines, Iowa, do hereby sell and convey unto the said Iowa National Bank the following described premises, situated in the county of Madison and State of Iowa, to-wit:

The Southwest Fractional Quarter (S.W.Frac. $\frac{1}{4}$) of Section Thirty (30) and the North Forty-four and 90/100 (N.44.90) acres of the Northwest Quarter (N.W. $\frac{1}{4}$) of Section Thirty-one (31), all in Township Seventy-seven (77), Range Twenty-eight (28), Madison County, Iowa, containing 200 acres, more or less, according to the government survey. This mortgage is junior and subject to a mortgage to the Capital City State Bank in the sum of \$10,000.00.

TO HAVE AND TO HOLD the above described premises, and all of the rents, issues, and profits which may arise or be had therefrom, together with the right of possession of said mortgaged premises in case of default in any of the covenants herein; the intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, unto the said Iowa National Bank, its successors or assigns forever; and hereby covenant with the said Iowa National Bank to warrant and defend said premises against the lawful claims of all persons whomsoever, and expressly waive the platting and recording of homestead in case of foreclosure and sale hereunder, and agree that said premises may be sold in one body at such foreclosure sale.

And the said Allie M. Frederick hereby relinquishes all right of dower in and to the above described premises.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Grantors, their heirs, executors or administrators, shall pay or cause to be paid to the said Iowa National Bank its successors or assigns, the sum of Four Thousand and no/100----Dollars on the 7th day of September, 1928

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

with interest thereon at the rate of six per cent per annum according to the tenor and effect of the one promissory note of the said Grantors, payable to said Iowa National Bank, 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. And it is further agreed by the mortgagors that in case default is made in the payment of any installment of interest upon said note or any part thereof, that then said principal note and all overdue interest shall draw interest at the rate of eight per cent per annum.

And it is further agreed by the mortgagors that they will keep the buildings now erected, or hereafter erected upon said premises, insured in such sum as said build-
ings will reasonably carry for the benefit of the mortgagee, its successors, or

For Release of annexed Mortgage see
Mortgage Record 82 Page 80

Mortgage Record, No. 78, Madison County, Iowa

assigns, as long as this mortgage shall remain a lien upon said described premises, which said insurance shall not be less in amount than.....Dollars.

And upon failure of the mortgagors, their legal representatives, or assigns, to cause said property to be insured as above stated, then shall the mortgagee, its successors, or assigns, have the right to cause said property to be insured as above provided, and shall have the right to recover of said mortgagor all costs and expenses incurred thereby, with eight per cent interest thereon, from date of payment thereof, and this mortgage shall be the security therefor.

And it is further agreed, that if default be made in the payment of any of said notes so secured, or any part thereof, or of any installment of interest upon any of said notes, as the same matures, for the space of ten days, or if the party of the first part shall allow the taxes on the above described property, or any part thereof, to become delinquent or shall fail to insure said property as above provided; or in case the property herein described and securing the above described notes shall be sold or pass into the hands of a third party, then, upon the happening of any of said contingencies, the whole amount herein secured shall be and become due and collectible, provided the mortgagee shall so elect; and no notice of such election shall be required; and the mortgagee, its successors or assigns, may proceed at once to foreclose this mortgage, and sell the mortgaged property, or so much thereof as may be necessary to satisfy said debt, interest and costs, together with a reasonable attorney's fee (and fee for continuation of abstract), if suit be commenced for the purpose of foreclosing this mortgage, which attorney's fee and costs and expenses of abstract, shall be secured by this mortgage and also be included in judgment in such foreclosure case.

It is further agreed that in case suit is commenced to foreclose this mortgage, a receiver may be appointed to take charge of said mortgaged property, and apply the income therefrom to the expenses and repairs of said property, and the discharge of the debt secured hereby.

IN TESTIMONY WHEREOF, witness our hands hereto affixed this 7th day of September, A.D. 1926.

Allie M. Frederick

John Frederick

State of Iowa, Polk County, ss: On the 9th day of September, A.D. 1926, before me, a Notary Public in and for said county, personally came John Frederick and Allie M. Frederick, husband and wife, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, witness my hand and official seal hereto affixed at Des Moines, Iowa, the day and date last above written.

C. B. Hextell
Notary Public in and for said county.

NOTARIAL
SEAL

R. W. Hinkhouse

Filed for record the 14th day of September
1926 at 11:15 o'clock A.M.