

Mortgage Record No 78 Madison County Iowa

Henry J. Fett, Widower)
to (Mortgage
Collins Mortgage Company) #234 Fee \$1.30

Filed for record the 6th day of February
A.D. 1926 at 4:40 o'clock P.M.
Gladys B. DeVault, Recorder.

This Indenture, Made the 25th day of January A.D. 1926 between Henry J. Fett, widower,
party of the first part, and Collins Mortgage Company, a corporation, party of the
second part: Witnesseth, That the said party of the first part, in consideration
of Thirteen thousand five hundred and no/100 Dollars, to him in hand paid, the receipt
whereof is hereby acknowledged, does by these presents grant, bargain, sell and con-
vey unto the said party of the second part, and its successors and assigns, forever,
the following described Real Estate situated in the County of Madison and State of
Iowa, to-wit:

The North East Quarter of Section Twenty (20) Township seventy-seven (77) Range
twenty-nine (29) West of the 5th P.M., containing 160 acres more or less, accord-
ing to the Government Survey thereof.

Together with the privileges and appurtenances to the same belonging.

To Have and to Hold the same to the said party of the second part, its successors
and assigns, forever.

And the said party of the first part hereby covenants that he has good right to
sell and convey said premises and that they are free from incumbrance, and hereby
warrants the title thereto against all persons whomsoever, and waives all right of
dower and homestead therein.

Conditioned, however, that if Henry J. Fett, widower, said party of the first part,
his heirs, executors, administrators or assigns, shall pay or cause to be paid to the
said party of the second part its successors or assigns, the sum of Thirteen thousand

five hundred and no/100 Dollars, with interest, according to the terms of a promissory

*Equitable Life Assurance Society
of United States*
FOR ASSIGNMENT OF ANNEXED MORTGAGE
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For Release of annexed Mortgage, see
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note bearing even date herewith executed by Henry J. Fett, widower, said party of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the state of Iowa upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said party of the first part hereby agree to do: then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the party of the first part agrees to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and ^{the} whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the party of the first part, become due and collectible at once by foreclosure or otherwise, and upon commencement of any foreclosure, ^{or} at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns, or the purchaser at such sale, may at once and without notice to the party of the first part, or any person claiming under him appoint a receiver for said premises to take possession thereof to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to make necessary repairs and to keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

And it is agreed that if said note and this mortgage, or either of them, shall be placed in the hands of an attorney for collection, ^{or} foreclosure or other legal proceedings the party of the first part will pay a reasonable attorney's fee for any service rendered by such attorney in connection therewith and all expense incurred in procuring abstracts of title for purposes of the foreclosure suit, and such attorney's fee and expense shall be considered ^{as} part of the indebtedness secured by this mortgage and collectible accordingly.

In Witness Whereof, the said party of the first part does hereunto set his hand the day and year first above written.
In presence of
Jacob F. Blackman
C. L. Beech

Henry J. Fett.
Widower.

STATE OF IOWA, Guthrie County, ss: On this 5th day of February A.D. 1926, before me personally appeared Henry J. Fett, widower, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Fred H. Nolte
Notary Public in and for said County.
My commission expires July 4th 1927.

