

DCM BROTHERS, INC., DES MOINES 20226

FROM

A. M. Millard and wife,

Filed for Record the 5th day of January

A. D. 1926, at 9:40 o'clock A. M.

TO

Security Loan & Title Company

#26

Gladys B. Devault, Recorder

By Deputy

Fee \$.80

This Mortgage

Made the 26th

day of

December

19 25, by and

between

A. M. Millard and Hattie A. Millard, his wife,

of

Cass

County, and State of

Iowa,

hereinafter called the mortgagor, and

SECURITY LOAN AND TITLE COMPANY, of Winterset, Iowa,
hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of

FIVE HUNDRED and no/100

(\$ 500.00) DOLLARS,

paid by the mortgagee, do hereby convey to the mortgagee, its successors
forever, the following tracts of land in the county of Madison

and assigns,
, State of Iowa, to-wit:

A tract of land described as follows, to-wit: Commencing at a
point 38 feet South of the Southwest corner of Block 18 of West
Addition to the City of Winterset, Madison County, Iowa, running
thence South 56 feet, thence East 132 feet, thence North 56 feet,
thence West 132 feet to the Place of Beginning, being Lot 5 of
Berger's Four Acre Lot in Winterset, Madison County, Iowa.

containing in all 1 lot, acres, with all appurtenances thereto belonging, and the mortgagor warrants the
title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the
following conditions:

First. That the mortgagor shall pay the mortgagee, its successors or assigns,
the sum of Five hundred and no/100 (\$500.00) Dollars,
on the 26th day of December, A. D. 1928, with interest
according to the tenor and effect of the one certain promissory note of the said
A. M. Millard and Hattie A. Millard bearing even
date herewith; principal and interest payable at the office of SECURITY LOAN AND TITLE CO., Winterset, Iowa.

Second. That the mortgagor shall keep the buildings on said real estate insured in some responsible company
or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds
their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said
premises; if mortgagor fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may
do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mort-
gage, or its priority, then this mortgage shall secure to the mortgagee, the payment and recovery of all money, costs,
expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all
such amounts shall be hereby secured, to the same extent as if such amounts were a part of the original debt secured
hereby, and with eight per cent per annum interest thereon, from the date of such payments.

Fourth. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in
part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sum hereby secured
to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to
take immediate possession of all of said property, and to rent the same and shall be held liable to account to mort-
gagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year
of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or
retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry
out the provisions hereof.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for
mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner.
Signed the day and year first herein written.

A. M. Millard

Hattie A. Millard

STATE OF IOWA, }
MADISON COUNTY, } ss.
POLK

On this 4th day of January, A. D. 1926, before me,
the undersigned, a Notary Public, within and for said County, personally appeared

A. M. Millard and Hattie A. Millard, his wife,
to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and
acknowledged the execution of the same to be their voluntary act and deed

WITNESS my hand and Official Seal, the day and year last above written.

Lucile Wallett

Notary Public in and for Polk County, Iowa

NOTARIAL
SEAL

Decree of foreclosure of this mortgage
entered, 2-16-1927 in the District Court
of Madison County, Iowa, on page 373 record
of said Court.

May 26th 1927
C. E. Spurgeon
Clerk District Court.