DCH BROTHERS, INC., DES MOINES 20226

FROM

Tommy D. Spencer and wife,

TO

W. A. Harwood

Filed for Record the 18th *day of* February

A. D. 19 26 *, at* 11:50 *o'clock* A. *M.*

#338

Gladys B. DeVault, *Recorder*

By *Deputy*

Fee $.80

This Mortgage Made the 25th day of January 19 26 , by and between Tommy D. Spencer and wife, Bradie B. Spencer,

of Madison County, and State of Iowa, hereinafter called the mortgagor, and W. A. HARWOOD,

hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of Thirty-five hundred and no/100 ($3500.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, his heirs, executors and assigns, forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The North Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 8 and the West Half of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 17, all in Township 74 North, of Range 27, West of the 5th P.M.Madison County, Iowa.

This mortgage given subject to a mortgage of $10,000.00 in favor of the Union Central Life Insurance Company, of Cincinnati, Ohio.

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 26 day of January 1933

W A Harwood

Witness: Gladys B. DeVault, Deputy

containing in all 280 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 to the mortgagee, his heirs, executors or assigns, the sum of Thirty-five hundred and no/100 ($3,500.00) Dollars, on the 1st day of February, A. D. 19 31, , with interest according to the tenor and effect of the one certain promissory note of the said Tommy D. Spencer and wife, Bradie B. Spencer, 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 mortgage, 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 mortgagor 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.

Tommy D. Spencer

Bradie B. Spencer

STATE OF IOWA, }
MADISON COUNTY, } ss.

On this 25th day of January, A. D. 1926, before me, the undersigned, a *Notary Public, within and for said County, personally appeared* Tommy D. Spencer and wife, Bradie B. Spencer, 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

NOTARIAL SEAL

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

Harry F. Anderson
Notary Public in and for Madison County, Iowa