

Mortgage Record, No. 78, Madison County, Iowa

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notary public in and for said County.

SEAL

George Wallace & wife) Filed for record the 23rd day of March
to (Mortgage A.D. 1926 at 3:00 o'clock P.M.
Citz. Savings Bank & F.C.Stiffler) #742 Fee \$1.10 Gladys B. DeVault, Recorder.

Know All Men by These Presents: THAT We George Wallace and Julia Wallace, his wife of Warren County, and STATE OF IOWA, in consideration of the sum of Five thousand Dollars in hand paid by Citizens Savings Bank of New Virginia, Iowa, and F.C.Stiffler the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said Citz. Savings Bank of New Virginia, of Warren County, Iowa, and F.C.Stiffler the following described premises situated in the County of Madison and State of Iowa to-wit: East half (1/2) of the South West Quarter (1/4) and the South East quarter (1/4) of the North West Quarter (1/4) of Section Thirteen (13) Township seventy five (75) Range twenty six (26) West of the 5th P.M. Iowa.

Subject to a first mortgage not to exceed \$7000.00 given to drawing 5 1/4% interest.

This mortgage also secures any notes of George Wallace or Julia Wallace or both of them not exceeding \$5000.00 which are dated prior to this mortgage any time in the year of 1925 and thereafter.

And We hereby covenant with said Citizens Savings Bank of New Virginia, Ia. and F. C. Stiffler that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same, and that they are free and

Deeds of record of this mortgage entered in the District Court of Madison County, Iowa on the 23rd day of March, A.D. 1926 at 3:00 P.M. A.A. of said County. 6-22-1926

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

clear of all liens and incumbrances whatsoever. except \$7000.00. And we covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever and the said Julia Wallace hereby relinquishes her right of dower in and to the above premises: PROVIDED always, and these presents are upon this express condition. That if the said George Wallace and Julia Wallace his wife their heirs, executors or administrators shall pay or cause to be paid to the said Citizens Savings Bank New Virginia, Iowa, and F.C.Stiffler of ----- Iowa, their executors, administrators or assigns, the sum of Five thousand Dollars, according to the tenor of the promissory note of said George Wallace, Julia Wallace, or George and Julia Wallace jointly and also all other debts and obligations now or hereafter made or incurred by the said George Wallace and Julia Wallace or either of them, due or to become due the said Citiz Savings Bank of New Virginia Iowa and F. C. Stiffler not to exceed the sum of \$5000.00 and interest as provided in the various note or notes which may be given by the said George and Julia Wallace to Citizens Savings Bank, New Virginia, Iowa and F.C.Stiffler and all interest payable semi annually on any indebtedness which may be owing by the said George and Julia Wallace to the said Citiz Savings Bank, New Virginia and F.C.Stiffler Ia., not to exceed the sum of \$5000.00. The intention of this mortgage is to secure the said Bank and F.C.Stiffler for any indebtedness now or hereafter made or incurred by the said George Wallace, Julia Wallace or either of them, due or to become due the said Citiz. Savgs. Bank and F.C.Stiffler not to exceed the sum of \$5000.00 and interest thereon which is evidenced by notes or otherwise. And if the said George Wallace and Julia Wallace shall keep all the agreements of this mortgage, then and in that case these presents to be void; otherwise to remain in full force.

AND IT IS HEREBY AGREED that if the said George Wallace and Julia Wallace allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if they fails to pay the interest on said note or notes promptly as the same becomes due, the note or notes secured hereby shall become due and payable in 10 days thereafter, or within 10 days after any note becomes due and is unpaid, or any other obligation which remains unpaid for 10 days, and the mortgagee, their heirs or assigns may proceed to foreclose this mortgage. In case it becomes necessary to commence proceedings to foreclose this mortgage, then the said George Wallace Julia Wallace in addition to the amount of said indebtedness, interest and cost, agrees to pay the mortgagee herein named or to pay the assignee of this mortgage a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgement in such foreclosure case, and also expense of procuring an abstract of title.

IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements so that this mortgage can be foreclosed, the rents, crops and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured by this mortgage. A receiver of the mortgaged property shall be appointed at any time after any such default, either independently or in connection with foreclosure of this mortgage, and if in connection with such foreclosure such receiver may be appointed at the commencement of the suit or during its pendency or after decree and sale if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property. The holder of this mortgage also reserves the right to declare this mortgage and all notes which it secures due and collectable at any time and need have no cause for doing so.

Dated this 8th day of March, 1926.

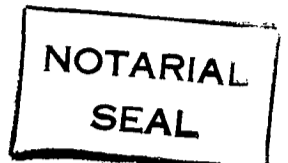
George Wallace
Julia Wallace

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State of Iowa, Madison County, ss: On this 8th day of March before me the undersigned a Notary Public, within and for said County, personally appeared George Wallace and Julia Wallace, his wife personally to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged that they executed the same, as their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Winterset, Iowa on the date last above written.

O.E. Beach
Notary Public, Madison County, Iowa.



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