

Mortgage Record, No. 78, Madison County, Iowa

A. N. Rogers and wife )  
to ) (Mortgage  
Harlan National Bank, ) #810  
Harlan, Iowa. )

Fee \$ 1.10 ✓

Filed for record the 29th day of  
March A.D., 1926 at 10:05 o'clock A.M.  
Gladys B. DeVault, Recorder.

KNOW ALL MEN BY THESE PRESENTS: That We, Arthur N. Rogers and Catherine Rogers, his wife, of the County of Madison and State of Iowa, parties of the first part, in consideration of the sum of Five Thousand and no/100 DOLLARS in hand paid by the Harlan National Bank, Harlan, Iowa, a body corporate duly organized under the Federal Laws of the United States of America, party of the second part, the receipt whereof is hereby acknowledged, do hereby SELL AND CONVEY unto the said party of the second part, its successors and assigns forever, the following described Real Estate, situated in the County of Madison and State of Iowa, to-wit:

South half of Section 12, Township 74, North, Range 29, West of the 5th P.M. and all and singular tenements, hereditaments and appurtenances thereunto belonging, together with all crops, or rents and profits thereof. And the said parties of the first part hereby covenant with the party of the second part, that they have good right to sell and convey said premises, that they are free from incumbrance, and that they will warrant and defend said premises against the lawful claims of all persons whomsoever. and the said Catherine Rogers hereby releases all right of dower, and said parties of the first part relinquish and convey all rights of homestead in said premises. To be void if said Arthur N. Rogers shall pay the said----- or its successors or assigns, the following Promissory Note-- dated April 1, 1926, and described as follows, to-wit:

For Release of annexed Mortgage see  
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- One for Two Thousand Five Hundred Dollars, Payable April 1, 1928.
- The above note being payable to Leonard Paup
- One for Two Thousand Five Hundred Dollars, Payable April 1, 1928.
- No priority (The latter note being payable to Frank B. Paup
- One for.....Dollars, payable ....19.....One for...Dollars, payable.....19.....

And bearing 6 per cent, payable annually, according to the tenor and effect of said note of even date herewith, and payable at the HARLAN NATIONAL BANK in Harlan, Iowa. And it is hereby stipulated.

FIRST. THAT should any of the said interest not be paid when due, it shall bear interest at the rate of eight per cent per annum from the time the same becomes due and this mortgage shall stand as security therefor.

SECOND. The first party will pay all taxes and assessments levied upon said real estate, and also all taxes assessed against the second party, successors, or assigns, note or on the debt secured hereby before the same become delinquent, also all liens, claims, adverse titles, and incumbrances on said premises; and if any of said taxes, assessments, liens or claims be not paid by the first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

THIRD. That so long as this mortgage shall remain unpaid, the first party shall keep the buildings on said premises insured in some responsible Company or Companies, approved by party of second part, and for its benefit in the sum of not less than

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Three Thousand Five Hundred and no/100 DOLLARS and if the party fail to effect such insurance in manner agreed, then the second party may effect such insurance, and the amount paid for such purposes by the second party shall be recovered from the first party, with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

FOURTH. That the said party of the first part shall keep all buildings, fences, or other improvements on said Real Estate in as good repair and condition as the same are at this date; suffer no waste, nor allow said premises to depreciate in value by any act or neglect.

FIFTH. IT is further stipulated and agreed, that the failure to pay any of said money, either principal or interest within twenty days after the same becomes due, or a failure to comply with any of the foregoing conditions or agreements shall cause the whole sum of money herein secured to become due and collectible at once if the holder of said note so elect, without notice to said first party or his assigns, and this mortgage may thereupon be foreclosed immediately fo\_ the whole of said money, interest and costs.

SIXTH. And it is further agreed, that, in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee may be taxed by the Court in favor of plaintiff's attorneys against said mortgagors, as part of the costs.

SEVENTH. It is hereby also understood and agreed that in the event the party of the second part institutes foreclosre proceedings under this mortgage that the receiver who shall take charge of the premises and property covered by this mortgage, and that the receiver so appointed is hereby authorized to collect the rents due or becoming due, and said money so collected shall be applied on the principal and interest on the note or notes covered by this mortgage. It is further understood and agreed that in the event the premises covered by this mortgage are occupied by the owner then the receiver so appointed shall take charge of the crops in due time, and when said crops are sold, the proceeds shall also be applied on the principal and interest of the note or notes secured by this mortgage.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set our hand and seal this 22 day of March A.D. 1926.

Arthur N. Rogers (seal)  
Catherine Rogers (seal)

STATE OF IOWA, Shelby County, ss: I HEREBY CERTIFY, That on this 22 day of March A.D. 1926 before me a Notary Public in said County, personally appeared Arthur N. Rogers and Catherine Rogers, his wife to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as mortgagors, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Seal Notarial, by me affixed the day and year last above written.

V. H. Byers  
Notary Public in and for Shelby County, Iowa.

NOTARIAL  
SEAL