

Mortgage Record, No. 78, Madison County, Iowa

SEAL

M. C. Lane)	Filed for record the 8th day of April A.D.,
Amanda A. Lane)	1926 at 10:35 o'clock A.M.
to (Mortgage	Gladys B. DeVault, Recorder.
C.C.Cook) #925	Paul Lucas, Deputy.
Fee\$.90	

For Release of Annexed Mortgage See Mortgage Record 99 Page 161

Know All Men By These Presents: That We, M.C.Lane and Amanda A. Lane (Husband & Wife) of Madison County, and State of Iowa in consideration of the sum of Twelve hundred and no/100 DOLLARS, in hand paid by C.C.Cook of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said C.C.Cook the following described premises situated in the County of Madison and State of Iowa, to-wit:

The North East Quarter (NE $\frac{1}{4}$) of the North West Quarter (NW $\frac{1}{4}$) of Section Twenty one (21), Township Seventy Seven (77) North, Range Twenty six (26) West of the 5th P.M. Madison County, Iowa.

And we hereby covenant with the said C.C.Cook that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Amanda A. Lane hereby relinquishes right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said M.C.Lane & Amanda A. Lane their heirs, executors or administrators shall pay or cause to be paid to the said C.C.Cook executors and administrators or assigns, the sum of Three hundred and no/100 Dollars, on the 1st day of March 1927

Nine hundred and no/100 Dollars, on the 1st day of March 1929. with interest thereon at six per cent according to the tenor and effect of the two promissory notes of the said M.C.Lane and Amanda A. Lane payable to C.C.Cook bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said M.C.Lane and Amanda A. Lane shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

And it is further expressly agreed, that in the event of failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party, its successors or assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said M.C.Lane and Amanda A. Lane 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 fail to pay the interest on said notes promptly as the same becomes due, the notes secured hereby shall become due and payable in ten days thereafter; and the mortgagee his heirs or assigns may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said M.C.Lane and Amanda A. Lane in addition to the amount of said debt, interest and costs agrees to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 1st day of March 1926.

M. C. Lane
Amanda A. Lane

STATE OF IOWA, Dallas County, ss: On this first day of March A.D., 1926, before me personally appeared M.C.Lane and Amanda A. Lane, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

William J. McAllister
Notary Public in and for said County.

NOTARIAL
SEAL

Filed for record the 8th day of April