

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

SEAL

Wes Myers)
Marietta Myers)
to (Mortgage
C. C. Cook,) #927

Fee \$.90 ✓

Filed for record the 8th day of April
A.D. 1926 at 10:45 o'clock A.M.
Gladys B. DeVault, Recorder.
Paul Lucas, Deputy.

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For Assignment of Annexed Mortgage See

Know All Men by These Presents: That Wes Myers and Marietta Myers of Madison County, and State of Iowa in consideration of the sum of Three thousand 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 West Half (1/2) of the North east Quarter (1/4) of Section Twenty four (24), Township Seventy seven North, of Range Twenty seven (27) 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 Marietta Myers hereby relinquish her right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Wes Myers and Marietta Myers, their heirs, executors or administrators shall pay or cause to be paid to the said C.C.Cook, his executors and administrators or assigns, the sum of Three thousand Dollars, on the 1st day of March 1931.

with interest thereon according to the tenor and effect of the two promissory notes of payable to C.C.Cook, bearing even the said Wes Myers and Marietta Myers, date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Wes Myers and Marietta Myers shall pay all taxes and assessments levied upon said real estate before the same, shall become delinquent, and 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 Wes Myers and Marietta Myers allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or

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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 Wes Myers and Marietta Myers in addition to the amount of said debt, interest and costs, agree 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.

Wes Myers
Marietta Myers

STATE OF IOWA, Dallas County, ss: On this ninth day of March A.D., 1926, before me personally appeared Wes Myers and Marietta Myers, husband and wife, 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

Ralph V. Snencar)

Filed for record the 9th day of March 1926.