

Mortgage Record, No. 78, Madison County, Iowa

NOTARIAL
SEALE. M. Fegtly
Notary Public, Polk County, Iowa.

Catherine Davis)
To) Mortgage
First National Bank) #21 Fee \$.90
Lorimor, Iowa.)

Filed for record the 5th day of January
A. D. 1927, at 10:50 o'clock A. M.
Gladys B. DeVault, Recorder.

THIS INDENTURE, Made the 28th day of December A. D. Nineteen Hundred and Twenty Six between Catherine Davis, A Widow, of Madison County, and State of Iowa, party of the first part and First National Bank of Lorimor, and State of Iowa, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of One Thousand DOLLARS, receipt whereof is hereby acknowledged, do hereby sell and convey unto the said party of the second part, successors and assigns, forever the following described real estate, situated in the County of Madison and State of Iowa, to-wit:-

The Southeast Quarter of the Southwest Quarter of Section Twenty (20), and the East Half of the Northeast Quarter of the Northwest Quarter of Section Twenty Nine (29), All in Township Seventy Four (74) North, Range Twenty Eight (28) West of the Fifth Principal Meridian.

TO HAVE AND TO HOLD the premises above described with all the appurtenances thereunto belonging, unto the said party of the second part, and to successors and assigns forever. The said party of the first part hereby covenents that the above described premises are free and clear of all liens and incumbrances, and I will warrant and defend the title unto the said party of the second part, successors and assigns against the lawful claims of all persons whomsoever, and the said Mortgagor, being a Widow, has no right of dower in the real estate herein mentioned.

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
2nd day of July, 1927

H. A. Steen
For Assignment of averted Mortgage 1927
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Witnessed by
Valda C. Bishop, Recorder
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This indenture is executed and delivered upon the following conditions:

That said first party shall pay to said First National Bank of Lorimor, Iowa or assigns One Thousand Dollars, on the 1st day of January, 1932 with interest thereon at five per cent per annum, payable annually, and eight per cent per annum, payable semi-annually on principal and interest after due, according to the tenor and effect of the one principal note of the said Catherine Davis payable to said First National Bank of Lorimor, Iowa, and bearing even date herewith: That said first party shall pay all taxes, and assessments, both general and special, levied upon said real estate, before the same be comes delinquent, and if not so paid, said second party, or assigns, may pay such taxes or assessments;

That the said first party shall keep the buildings on said property insured in some insurance company **satisfactory** to said second party, in the sum of One Thousand Dollars, with the loss, if any, payable to second party, successors or assigns, as it s interest may appear, and shall deliver all policies of insurance and renewal receipts to the said second party, and upon failure to do so said second party, or assigns, may maintain such insurance at the expense of said party of the first part;

That the said first party shall not do any act whereby the value of said mortgaged premises shall be impaired beyond natural wear and tear from ordinary use;

That all money paid by second party or assigns for taxes, assessments and insurance shall bear eight percent interest payable semi-annually and shall become a lien on said real estate under this mortgage;

That if said first party fails to pay said interest within twenty days after it becomes due, or to comply with any one of the covenants and agreements hereof, then the whole debt secured hereby shall become due and collectible at once, at the option of the holder hereof;

That if suit is commenced to foreclose this mortgage, all costs and expenses in connection ~~therewith~~, including a reasonable Attorney's fee, and cost of abstract shall be included in the judgment in said proceeding, and it is further agreed that upon the commencement of such proceedings the holder hereof shall be entitled to the immediate possession of said premises, and of rents and income therefrom, either through a Receiver or otherwise, the net sum received through said Receivership, or possession, to be applied upon the debt secured hereby.

Upon compliance with the foregoing agreements, this obligation shall be void, otherwise, to remain in full force.

In testimony whereof, the said party of the first part has hereunto set her hand the day and year first above written;

Catherine Davis.

STATE OF IOWA)
(ss.
County of Madison)

On the 28th day of December A. D. 1926 before me personally appeared Catherine Davis, A Widow, to me known to be the person named in, and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

I reside in Union County.
Certified Copy of Certificate
of my appointment now on file in
Madison County.

NOTARIAL
SEAL

Clyde Wilson
Notary Public in and for said
County.