

Mortgage Record, No. 78, Madison County, Iowa

R. G. Marquardt, :
 Leona Marquardt, : Mortgage.
 To : #641 Fee 1.10 ✓
 Augusta Marquardt :

Filed for record on the 7th day of
 March, A. D. 1927 at 11:00 A. M.
 Gladys B. De Vault, Recorder. ✓

KNOW ALL MEN BY THESE PRESENTS:

That, R. G. Marquardt and Leona Marquardt (Husband and wife) of Madison County, and State of Iowa in consideration of the sum of Six Thousand DOLLARS, in hand paid by Augusta Marquardt of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said Augusta Marquardt the following described premises situated in the County of Madison and State of Iowa, to-wit:-

The East One-half of the South-east Quarter and
 The West One Half of the South-east Quarter of
 the North-east Quarter of Section Five (5), in
 Township Seventy-seven (77) North, of Range Twenty-seven (27),
 West of the Fifth Principal Meridian, Madison County, Iowa,

Subject to the unpaid portion of a first mortgage in
 favor of Minerva Nicholson maturing March 1, 1930 at 5 $\frac{1}{2}$ %
 Said unpaid amount being Thirteen Thousand Dollars with
 interest from March 1, 1927.

And we hereby covenant with the said Augusta Marquardt 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 the said Leona Marquardt hereby relinquishes 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 R. G. Marquardt and Leona Marquardt heirs, executors or administrators shall pay or cause to be paid to the said Augusta Marquardt executors and administrators or assigns, the sum of Six Thousand Dollars, on the First day of March 1930, with interest thereon @5% from March 4th, 1927 according to the tenor and effect of the one promissory note of the said R. G. Marquardt and Leona Marquardt payable to Augusta Marquardt bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said R. G. Marquardt and Leona Marquardt 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.

That so long as this mortgage shall remain unpaid the said R. G. Marquardt and Leona Marquardt shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgage in the sum of not less than \$3,000.00, and shall deliver the

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

Marquardt and Leona Marquardt fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from R/ G. Marquardt and Leona Marquardt with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

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 R. G. Marquardt and Leona Marquardt 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 note promptly as the same becomes due, the note secured hereby shall become due and payable in Sixty days thereafter; and the mortgagee her 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 R. G. Marquardt and Leona Marquardt 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 judgement in such foreclosure case.

Signed this fourth day of March 1927.

R. G. Marquardt.

Leona Marquardt.

STATE OF IOWA, Dallas County, ss.

On this fourth day of March A. D. 1927 before me personally appeared R. G. Marquardt and Leona Marquardt (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.

NOTARIAL
SEAL

Clarence Dunn.
Notary Public in and for said County.