

Mortgage Record, No. 78, Madison County, Iowa

For Release of annexed Mortgage see
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J. W. Reigle :
Lillie B. Reigle.: Mortgage.
To : \$700 Fees \$1.00 ✓
J. E. Goar :

Filed for record on the 11th day of March
A. D. 1927 at 11:20 A. M.
Gladys B. De Vault, Recorder.

KNOW ALL MEN BY THESE PRESENTS:

That E. W. Reigle and Lillie B. Reigle (Husband and wife) of Madison County, and State of Iowa in consideration of the sum of Thirty-five Hundred ~~and~~ ~~(\$3,500.00)~~----- DOLLARS, in hand paid by J. E. Goar of Polk County, and State of Iowa do hereby SELL AND CONVEY unto the said J. E. Goar the following described premises situated in the County of Madison and State of Iowa, to-wit:-

The South One-half of the South-east Quarter of Section Fourteen,
(Except one-half acre in the South-east Corner for School House)
The West One-half of the South-west Quarter of the South-west
Quarter of Section Thirteen. All in Township Seventy-seven (77)
North, Range Twenty-seven (27), West of the Fifth Principal
Meridian, Madison County, Iowa.

Subject to a first mortgage of Ninety-five Hundred Dollars
maturing March 1, 1930.

And we hereby ~~covenant~~with the said J. E. Goar 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

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

persons whomsoever; and the said Lillie B. Reigle 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 J. W. Reigle and Lillie B. Reigle heirs, executors or administrators shall pay or cause to be paid to the said J. E. Goar executors and administrators or assigns the sum of Thirty-five Hundred \$ Dollars, on the First day of March 1930. with interest thereon @6% from March 1, 1927 according to the tenor and effect of the one promissory note of the said J. W. Reigle and Lillie B. Reigle payable to J. E. Goar bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said J. W. Reigle and Lillie B. Reigle 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 J. W. Reigle and Lillie B. Reigle 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 mortgagee in the sum of not less than \$2,000.00, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said J. W. Reigle and Lillie B. Reigle 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 J. W. Reigle and Lillie Reigle 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 to 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 thereon, and hereby is authorized to take immediate possession of said premises after accruing thereon, 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 of 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 J. W. Reigle and Lillie B. Reigle 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 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 J. W. Reigle and Lillie B. Reigle 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.

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Signed this First day of March 1927.

J. W/ Reigle

Lillie B. Reigle.

STATE OF IOWA, DALLAS COUNTY, ss.

On this First day of March A. D., 1927 before me personally appeared J. W. Reigle and Lillie B. Reigle (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.

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