

Mortgage Record, No. 78, Madison County, Iowa

E. J. Smith-----Deputy.

James A. Randall and wife;  
 To : Land Mortgage.  
 Stuart Savings Bank and : \$701 Fee \$1.00  
 De Soto Savings Bank :

Filed for record on the 11th day of  
 March A. D. 1927 at 11:25 A. M.  
 Gladys B. De Vault, Recorder.

THIS INDENTURE, made and executed this 10th day of March A. D. Nineteen Hundred and Twenty Seven by and between J. A. Randall and Pearl A. Randall of the County of Madison and State of Iowa, parties of the first part, and L. A. Andrew, Receiver Stuart Savings Bank, Stuart, Ia. & De Soto Savings Bank, De Soto Ia, of the County of Polk and State of Iowa party of the second part, WITNESSETH: That the parties of the first part, for and in consideration of the sum of Two Thousand One Hundred Fourty Eight 00/100 DOLLARS paid by said second party, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said second party his Saccessors and assigns, forever, the following described real estate, situated in Madison County, Iowa, to-wit:-

West One-half (1/2) Southwest Quarter (SW1/4) Section Thirty Four (34)  
 Township Seventy Seven (77) Range Twenty Nine (29) Madison County, Iowa.

The said first parties represents and covenants that they have good right to sell and convey said premises; that they are free from incumbrance and that they will WARRANT AND DEFEND the same against the lawful claims of all persons whomsoever.

And the said first parties hereby releases and conveys all rights of dower and homestead in said premises.

This instrument is made, executed and delivered upon the following conditions, to wit:-

FIRST. Said First Party promised to pay said Second Party or order \$2,148.00 DOLLARS with interest there on from March 10th 1927, until paid, at the rate of 6 per cent <sup>payable</sup> semi annually , on the day of ----- in each year, according to the terms of their two promissory notes and interest.

SECOND. Said first parties ~~there~~ agrees that interest due and unpaid shall draw interest at 8 per cent and that all taxes and assessments, either general of special, levied upon said premises shall be paid before delinquent, as also any personal tax which may become a lien on said premises; and not so paid the holder of this mortgage may declare the whole amount herein secured due, or he may, if he so elects, pay said taxes and assessments and shall be entitled to interest at 8 per

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cent thereon, for all of which this mortgage shall stand as security.

THIRD. Said first parties further agrees to keep said premises in as good repair as they now are or may be placed at any future time.

FOURTH. Said first parties agrees that in the event of failure to pay either interest or principal within thirty days after due, or to perform or comply with any of the conditions or agreements herein, that the whole sum secured hereby may become due and collectible at once, at the election of the holder hereof, which election may be manifested by the beginning of suit hereon, and not other wise.

FIFTH. In the event of the beginning of a suit to foreclose this mortgage, or to enforce any of its terms, a reasonable attorney's fee and all expenses, including abstract of title, or continuation thereof, shall be taxed by the court and included in the judgment and in the decree, if on foreclosure. And in the event of such default the holder of this mortgage is hereby authorized and empowered, if he so elects, to take immediate possession of said premises, by attorney or agent, and to rent the same, and he shall be held liable to account to the mortgagors only for the net profits thereof; and said right of possession and to rent shall continue until the right of redemption has expired and sheriff's deed made upon the sale or foreclosure, unless the full amount, with costs and expenses, is paid before.

This Mortgage subject to a First Mortgage of \$8000.00, given to the Chicago Joint Stock Land Bank.

All the foregoing conditions, covenants and agreements being fully performed this conveyance to be void, otherwise to be of full force and effect.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

James A. Randall.

Pearl A. Randall.

STATE OF IOWA, Madison County, ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of March A. D. 1927, before the undersigned, a Notary Public in and for said County and State, personally appeared James A. Randall & Pearl A. Randall to me personally known to the identical persons, <sup>whose</sup> names are affixed to the foregoing mortgage as mortgagors and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and seal the day and year above written.

NOTARIAL  
SEAL

L. M. Lanning.  
Notary Public in and for Madison County, Iowa.