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Louis H. Burger
For Assignment of Annexed Mortgage See *Release of Assignment of Annexed Mortgage* See
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Extension
 Department of General Motors
 Records Room 86 Page 334

#371
Filed for Record the...1st...day of...March...
A. D. 1929, at...3:10...o'clock P. M.
.....Mildred E. Knott.....Recorder
By.....Deputy
Fee \$.90

WITNESSETH: That the mortgagor, in consideration of the sum of **Twenty-five Hundred** (\$ 2500.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee, **his successors** and assigns, forever, the following tracts of land in the county of **Madison**, State of Iowa, to-wit:

The Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-one (21), and the West Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty-two (22), and the following described tract of land, to-wit:- Commencing at the Southeast corner of Section Sixteen (16) and running thence East 80 rods to the Southeast corner of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Fifteen (15), thence North 12 rods, thence West 66 rods and 11 feet, thence North 5-1/19 rods, thence West about 40 rods or to the center of the highway, thence Southwest along the center of said highway to the East line of the School House land, being a point 10 rods East of the West line of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Sixteen (16), thence South along said East line of said School House land to the South line of said Section Sixteen (16), thence East 30 rods to the place of beginning, excepting therefrom 1 acre described as follows:- Commencing at the Southeast corner of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section Fifteen (15) and running thence North 12 rods, thence West to the middle of Clanton Creek, thence South along the middle of said stream to the South line of said Section Fifteen (15), thence East on said Section line to the place of beginning, all in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M.,

containing in all **68.5** acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee , his successors or assigns, the sum of **Twenty-five Hundred** (\$ **2500.00**) Dollars, on the **1st** day of **March** , A. D. 19 **34** , with interest according to the tenor and effect of the **one** certain promissory note bearing even date herewith; principal and interest payable at the office of The **Winterset Savings Bank** **Winterset, Iowa.**

Second. That the mortgagor shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee, the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall be hereby secured, to the same extent as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of such payments.

Fourth. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry out the provisions hereof.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner.
Signed the day and year first herein written.

Oscar M. Carter

May Carter

STATE OF IOWA, }
MADISON COUNTY, } ss.

On this 11th day of February, A. D. 19 29, before me,
the undersigned, a Notary Public, within and for said County, personally appeared

Oscar M. Carter and May Carter, husband and wife,
to me known to be the identical persons named in and who executed the foregoing mortgage as maker s thereof, and
acknowledged the execution of the same to be their voluntary act and deed

WITNESS my hand and Official Seal, the day and year last above written.

.....H. A. Mueller.....State of
Notary Public in and for Madison County/Iowa