

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES, IOWA

County.

George B. Lane  
TO  
Norwalk-Curming State Bank

#262  
Fee \$.90

Filed for record the 22 day of  
January A.D.1936 at 11:35 o'clock  
A.M.

Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:  
That George B. Lane, Widower, of Warren County and state of Iowa, in consideration in

Record 94 Pm 427  
ment of Annexed Mortgage Se

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7116

the sum of Sixty six hundred Dollars in hand paid by Norwalk-Cumming State Bank of Warren County and State of Iowa, do hereby SELL and CONVEY unto the said Norwalk-Cumming State Bank the following described premises, situated in the county of Warren & Madison and state of Iowa to-wit:

The Fractional West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) Section Nineteen (19) Township Seventy seven (77) North, Range Twenty five (25) West 5th P.M. Warren County, Iowa, (containing 96.76 acres) and the Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) Section Twenty four (24) Township Seventy seven (77) North, Range Twenty six (26) West 5th P.M. Madison County, Iowa, (Containing 40 acres)

And I hereby covenant with the said Norwalk-Cumming State Bank that I hold the said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

And I covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever. And the said ..... hereby relinquish.. h.. right of dower in and to the above described premises: PROVIDED always, and these presents are upon this express condition, that if the said George B. Lane heirs, executors, or administrators, shall pay or cease to be paid to the said Norwalk-Cumming State Bank executors, and administrators or assigns, the sum of  
Eight hundred Dollars, on the 20th day of March 1936  
Eight Hundred Dollars, on the 20th day of Sept. 1936  
Five thousand Dollars, on the 20th day of Sept. 1940  
.....Dollars, on the .... day of ..... 1....  
.....Dollars, on the .....Day of ..... 1....

with interest at 5 per cent, per annum, payable semi annually, according to the tenor and effect of 3 promissory notes of the said George B. Lane payable to Norwalk-Cumming State Bank bearing date Sept. 18th, 1935 then these presents to be void, otherwise to remain in full force. With option to pay \$100.00 or any multiple thereof on any interest paying date.

AND IT IS HEREBY AGREED that if the said George B. Lane allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if he fails to pay the interest on said notes promptly as the same becomes due, the notes secured hereby shall become due and payable in ten days thereafter, and the Mortgagee their heirs or assigns may proceed at once to foreclose this Mortgage. In case it becomes necessary to commence proceedings to foreclose the same, then the said George B. Lane in addition to the amount of said debt, interest and costs, agrees to pay the Mortgagee herein named, or to any assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in foreclosure case.

IT IS ALSO AGREED that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$..... and shall deliver the policies and renewal receipts therefor to said second party and should said first party neglect to do so said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum and this Mortgage shall stand ss security therefor.

IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements so that this Mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured by this mortgage, and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action therefor, with or without the foreclosure of this Mortgage, said receiver to have the usual powers to take and hold such rents and profits for the benefit of the plaintiff and subject to the order of the court.

Signed and delivered this 18th day of Spetember 1935  
EXECUTED IN THE PRESENCE OF  
.....

George B. Lane

STATE OF IOWA, WARREN COUNTY, ss:

On this 18th day of September A.D. 1935 before me A.E. Easter a Notary Public in and for

## Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH, PRtg. Co., DES. MOINES 7116

said County, personally came George B. Lane to me personally known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged execution of the same to be the same to be his voluntary act and deed.

Witness my hand and Official seal on the date last above written.

NOTARIAL  
SEAL

A.E. Easter  
Notary Public in and for Warren County State  
of Iowa.

86