

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

SEAL

O.M.Cloud Notary Public  
My commission expires: March 18, 1938.

Grace Marquardt and Oscar E. (husband) #4594  
To Fee 1.00  
Trustees of the Thomas D. Gregg Fund

Filed for record the 12 day of  
October A.D. 1937 at 10:40 o'clock  
A.M.  
Valda C. Bishop, Recorder  
Pearl E. Shetterly, Deputy

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That Grace Marquardt and Oscar E. Marquardt, wife and husband, of Madison County, and State of Iowa, mortgagors, in consideration of the sum of Two thousand and five hundred Dollars, in hand paid by Trustees of the Thomas D. Gregg Fund of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Trustees of the Thomas D. Gregg Fund, mortgagee, the following described premises situated in the County of Dallas, and State of Iowa, to-wit:

The East one-half of the north west quarter of Section fourteen  
(14) in Township seventy-seven (77) North, of Range twenty-seven  
(27) West of the 5th P.M. Iowa.

and containing in all 80 acres, more or less, according to the government survey thereof, and the rents, issues and profits thereof.

And we hereby covenant with the said mortgagees, aforesaid, 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 persons whomsoever; and the said Oscar E. Marquardt, hereby relinquishes his right of dower in and to the above described premises .

Mortgage Record, No. 88, Madison County, Iowa

PROVIDED, always and these presents are upon this express condition, that if the said mortgagors, heirs, executors or administrators shall pay or cause to be paid to the said mortgagees, their successors or assigns, the sum of Two thousand five hundred Dollars, on the 11th day of October 1944 with interest thereon at the rate of 5% according to the tenor and effect of the one promissory note of the said mortgagors payable to mortgagees bearing even date herewith then these presents to be void, otherwise to remain in full <sup>force.</sup>

It is hereby agreed that said mortgagors 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 7 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 mortgagors 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 \$3000. and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said mortgagors 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 said mortgagors with 7 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, his heirs, 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 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 that a receiver shall be appointed by the Court to take possession of said premises and to apply the rents, issues and profits derived therefrom, less the costs and expenses of receivership, to the payment of taxes on said real estate and upon the indebtedness secured by this mortgage.

That if the said mortgagors 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 thirty days thereafter; and the mortgagee their successors 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 mortgagors 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. In case of foreclosure mortgagor, also agrees to pay costs of extending Abstract of Title on said premises.

Signed this 11th., day of October, 1937.

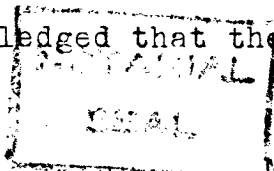
Grace Marquardt

Oscar E. Marquardt.

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

STATE OF IOWA, Dallas County, ss.

On this 11th., day of October A.D.1937, before me Lyla Wehrle a Notary Public in and for Dallas County,Iowa, personally appeared Grace Marquardt and Oscar E. Marquardt (wife and husband) to me known to be the identical persons named in and who executed the fore-going instrument, and acknowledged that they executed the same as their voluntary act and deed.



Lyla Wehrle  
Notary Public in and for Dallas County, Iowa.  
My commission expires July 4th., 1939.