

This note is secured by this Mortgage
on the W. 1/2 of N. 1/4 & N. 1/2 of S. 1/4, Sec.
9, Twp. 9, R. 10 E. in Marion County,
Iowa.

paid, for value received; interest to be paid semi-annually. And if not so paid, the whole sum of both Principal and Interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof I. promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum in like Gold coin, as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

{ U.S. Revenue Stamps
12[¢] affixed to original
note, & cancelled.

(Signed) Ever A. Hamre.

Now, Therefore, if said promissory note, principal and interest, or any installment thereof, shall be paid at maturity, according to the terms and conditions of said promissory note and of this indenture, then this indenture shall be void; but in case default shall be made in the payment of the principal or interest mentioned in said promissory note or any part thereof, or in case default shall be made in the payment of any sum that may become due and payable as is hereinafter provided, then the party of the second part, her executors, administrators and assigns, may at his or their option declare the whole sum then due or to become due, immediately due and payable, and may foreclose this mortgage and sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from said sale to retain the said principal and attorney's fees and such other sum or sums as may be due hereunder, together with the costs and charges of making such sale, and the overplus, if any, pay on demand to the party of the first part, her heirs or assigns.

And the said party of the first part, his heirs, executors and administrators, does covenant and agree; to pay unto the said party of the second part, her executors, administrators and assigns; the said sum of money as above mentioned. That he will commit no waste, or cut any timber on said land during the existence of this mortgage; that he warrants the title to said land; that in case the taxes are not paid by him when due that the party of the second part is hereby authorized to pay them, which said taxes so paid shall draw interest at ten per cent per annum and shall be secured by the of this mortgage; that in case of sale under foreclosure, the party of the first part consents to a deficiency judgment.

In Witness Whereof said party of the first part has hereunto set his hand and seals on this fifteenth day of March, 1901.

Signed, sealed and delivered in
the presence of us as witnesses:

C. A. Thomas

John Leland Henderson

Ever A. Hamre

