

detriment to the other work required to be performed under existing laws; and the representatives appointed under the provisions of this act may receive financial or other assistance from such associations or individuals as are interested in and willing to give such aid in performance of the services required to be performed under the provisions of this act.

Approved March 2nd, 1923.

MORTGAGES

CHAPTER 249.

(H. B. No. 42—Ellingson.)

CROP MORTGAGES.

An Act Prescribing certain requisites with respect to crop mortgages given for other than as rental of premises or to secure the purchase price of land, and making all crop mortgages not executed in compliance with such requirement void and not subject to being filed for record.

Be It Enacted by the Legislative Assembly of the State of North Dakota:

Sec. 1. CERTAIN CROP MORTGAGES DECLARED VOID AND NOT ENTITLED TO BE FILED OF RECORD.) No mortgage given upon crops, other than mortgages to secure the rental or the purchase price of the premises upon which such crop mortgage is given, shall be valid as a lien or encumbrance upon the crop sought to be so mortgaged or encumbered, nor shall the same be entitled to be filed for record in the office of the Register of Deeds of the county in which such land is situated, if the instrument evidencing such crop mortgage shall contain any provision by which a mortgage is claimed upon any personal property other than such crop.

Sec. 2. EMERGENCY.) This act is hereby declared to be an emergency and shall be in full force and effect after April 1, 1923.

Approved February 7th, 1923.

CHAPTER 250.

(H. B. No. 301—Committee on Delayed Bills.)

VALIDATING MORTGAGE FORECLOSURES.

An Act To Amend and Re-enact Section 8076 of the Compiled Laws of North Dakota for the Year 1913, relating to foreclosure of mortgages by agent or attorney, and legalizing and validating sales heretofore made pursuant to judgments in foreclosures of mortgages by action.

Be It Enacted by the Legislative Assembly of the State of North Dakota:

Sec. 1. AMENDMENT.) That Section 8076 of the Compiled Laws of North Dakota for the year 1913 is hereby amended and re-enacted to read as follows:

Sec. 8076. FORECLOSURE OF REAL ESTATE MORTGAGE BY AGENT OR ATTORNEY NOT VALID, WHEN.) No sale of real estate upon a foreclosure made by an agent or attorney by advertisement shall be valid for any purpose, unless such power of attorney, as is provided for by law, shall be procured and filed for record in the office of the Register of Deeds of the county wherein said real estate is located, before the day fixed or appointed to make the same; Provided, that any person, firm or corporation not owning such mortgage, but controlling the same shall, in addition to furnishing such power of attorney, furnish such agent or attorney making such foreclosure a copy of the instrument authorizing such control, and a failure to do so shall invalidate the foreclosure.

Sec. 2. All sales of real estate made prior to the passage and approval of this act under executions issued pursuant to judgments entered in actions for the foreclosure of real estate mortgages, are hereby declared to be legal and valid for all purposes, even though no power of attorney was filed for record in the office of the register of deeds of the county wherein said real estate was located prior to the day of sale of said real estate, provided such a power of attorney as is provided for in Section 8075 of the Compiled Laws of North Dakota for 1913 was filed in the office of the Clerk of the District Court of the County in which such judgment was entered, prior to such date of sale.

Approved March 7th, 1923.

CHAPTER 251.

(S. B. No. 240—Page.)

REDEMPTION BY REDEMPTIONER.

An Act Relating to Redemption from Mortgage Foreclosure or Execution Sales and providing for a Redemptioner Making a Credit on his Claim Against the Debtor as a part of the Redemption.

Be It Enacted by the Legislative Assembly of the State of North Dakota:

Sec. 1. Whenever redemption is made by a redemptioner, as defined by law, from a foreclosure or execution sale, the redemptioner must state in the notice of redemption filed in the office of the register of deeds an amount that he will credit on his claim against the debtor upon making redemption, and if the amount so stated is less than the amount of the lien under which he makes redemption a subsequent redemptioner may redeem from him by paying the amount paid by such redemptioner, together with the amount of any taxes, assessments, or other items paid by such redemptioner in protection of the title, and interest on all such sums as provided by law, together with the amount stated by such first redemptioner as the amount he is willing to allow on the claim under which he redeemed. The amount so stated by a redemptioner as a credit on the claim under which he redeems shall be treated as a payment of that amount on such indebtedness, and it shall be the duty of the redemptioner to immediately indorse the same upon the evidence of his claim, and if such claim be a judgment he shall cause a statement of such amount to be entered by the clerk of court in the judgment docket.

Sec. 2. EMERGENCY.) This Act is hereby declared to be an emergency measure and shall be in full force and effect immediately upon its passage and approval.

Approved March 6th, 1923.

CHAPTER 252.

(S. B. No. 4—Rusch.)

VALIDATING RECORD OF MORTGAGES.

An Act Validating the record of mortgages and assignments of mortgages in the office of the Register of Deeds of the Counties of the State between July 1st, 1917, and January 1st, 1923.

Be It Enacted by the Legislative Assembly of the State of North Dakota:

Sec. 1. Any record of a mortgage or assignment of mortgage that has been actually made in the office of the Register of

Deeds of any County of the State between July 1st, 1917, and January 1st, 1923, is hereby validated and declared to be fully operative as constructive notice notwithstanding such mortgage or assignment of mortgage shall have failed to contain any or all of the matters directed to be contained therein by Chapter 108 of the Session Laws of 1917, if said mortgages or assignments shall have been otherwise entitled to record.

Sec. 2. EMERGENCY.) Whereas, many of the forms of mortgages and assignments in general use at the time of taking effect of Chapter 108 of the Session Laws of 1917, did not contain appropriate blanks for the insertion of the information provided in such act to appear in mortgages and assignments, and many such instruments were therefore executed and recorded, defective in the particulars before stated, and titles are thereby being made uncertain; this act shall take effect immediately upon its approval by the Governor.

Approved January 26th, 1923.

CHAPTER 253.

(H. B. No. 168—Morton.)

STANDARD FORM OF MORTGAGE.

An Act to Amend and Re-enact Section 6750 of the Compiled Laws of North Dakota for 1913 Relating to Standardized Form of Mortgage.

Be It Enacted by the Legislative Assembly of the State of North Dakota:

Sec. 1. AMENDMENT.) Section 6750 of the Compiled Laws of North Dakota for the year 1913 is hereby amended and re-enacted to read as follows:

Sec. 6750. STANDARD FORM OF MORTGAGE.) A mortgage of real property may be made in substantially the following form:

NORTH DAKOTA STANDARD FORM.

THIS INDENTURE, Made this..... day of
A. D. One thousand nine hundred.....
 betweenwhose post office address is
of the County of.....
 and State of North Dakota, part.....of the first part, and
whose postoffice address is
of the County of.....and
 State of North Dakota, party of the second part:

WITNESSETH, That the said part.....of the first part, for and in consideration of the sum of.....dollars toin hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do.....by these presents Grant, Bargain, Sell and Convey to the said party of the second part,.....heirs, executors, administrators, successors and assigns, forever, all the following described real estate in the County of.....and State of North Dakota, described as follows, to-wit: (Leave ample space for description)

.....

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto the said party of the second part,heirs, executors, administrators, successors and assigns, FOREVER. And the said part..... of the first part, do.....covenant with the said party of the second part,heirs, executors, administrators, successors and assigns, as follows: That ...he... ha... good right to convey the same, that the same are free from all incumbrances. (Leave ample space for description)

.....

and that the said party of the second part,.....heirs, executors, administrators, successors and assigns, shall quietly enjoy and possess the same, and that the said part.....of the first part will warrant and defend the title to the same against all lawful claims, hereby relinquishing and conveying all right of homestead, dower and all contingent claims and rights whatsoever in and to the said premises.

PROVIDED, NEVERTHELESS, That if the said part..... of the first part,heirs, executors or administrators, shall well and truly pay, or cause to be paid, to the said party of the second part, heirs, executors, administrators, successors or assigns, the sum of.....Dollars and interest according to the conditions of.....note..... of even date herewith, as follows.....

payable at the
 with interest from date until maturity, at the rate of.....

per cent, per annum, payable.....annually and after maturity at the rate of.....per cent per annum and shall also keep and perform all and singular the covenants and agreements herein contained, then this deed to be null and void, and the premises hereby conveyed to be released at the cost of the said part.....of the first part; otherwise to remain in full force and effect.

And the said part.....of the first part do.....covenant and agree with the said party of the second part,heirs, executors, administrators, successors and assigns to pay the said sum of money and interest thereon as above specified; to pay as a part of the debt hereby secured, in case of each or any foreclosure or commencement of foreclosure of this mortgage, all costs and expenses and statutory attorney's fees in addition to all sums and costs allowed in that behalf by law; to permit no waste, and to do or permit to be done, to said premises, nothing that may in any manner impair or weaken the security under this mortgage; to pay all taxes or assessments that may be assessed against or be a lien on said premises, or any part thereof, or upon this mortgage or note..... or the legal holder thereof, before the same shall become delinquent; to keep the buildings on said premises insured for.....dollars, in companies acceptable, with loss payable to, the mortgagee orassigns; and in case of failure so to pay said taxes or assessments, or any of the agreements hereunder, or in case there exists any claim, lien or incumbrance upon said premises, which is prior to this mortgage, the said party of the second part,heirs, executors, administrators, successors or assigns may at.....option, pay and discharge such taxes or other obligation and the sum or sums of money which may so be paid, with interest from the time of payment at the same rate as said principal sum, shall be deemed and are hereby declared to be a part of the debt secured by this mortgage and shall be immediately due and payable. It is further agreed and understood that this mortgage shall also cover any renewal note for the above described indebtedness or any portion thereof.

But if default shall be made in the payment of said sum of money, or interest, or the taxes, or any part thereof, at the time and in the manner hereinbefore or hereinafter specified for the payment thereof, the said part.....of the first part, in such cases do.....hereby authorize and fully empower the said party of the second part,heirs, executors, administrators, successors or assigns, to sell the said hereby granted premises and convey the same to the purchaser, in fee simple agreeably to the statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on said note....., and all taxes upon said lands, together with all costs and charges, and statutory attor-

ney's fees, and pay the overplus if any to the said part.....of the first part.....heirs, executors, administrators or assigns, And if default be made by the part.....of the first part in any of the foregoing provisions it shall be lawful for the party of the second part,heirs, executors, administrators, successors or assigns orattorney to declare the whole sum above specified to be due.

IN TESTIMONY WHEREOF, The said part.....of the first part ha.....hereunto set.....hand.....the day and year first above written.

Signed and delivered
in the presence of

Sec. 2. The Register of Deeds shall charge and collect for recording such Standard Form of Mortgage and indexing the same, seventy-five cents; provided that if any words are added to such standard form or its arrangement changed, except to fill blanks, the fees for recording such mortgage shall be the same as provided in Section 3511 of the Compiled Laws of North Dakota for 1913 and acts amendatory thereof; provided further, that the striking out of any part or portion thereof shall not be considered a change in such standard form, provided further, that the form hereinbefore provided shall not preclude the use of any other form.

Approved February 27th, 1923.

MOTOR VEHICLES

CHAPTER 254.

(H. B. No. 59—Dougherty.)

INTOXICATED DRIVER.

An Act Making it a Misdemeanor for any Person to Operate a Motor Vehicle while such Person is in an Intoxicated Condition, and Providing a Penalty for a Violation thereof.

Be It Enacted by the Legislative Assembly of the State of North Dakota:

Sec. 1. That any person who shall operate a motor vehicle while such person is in an Intoxicated condition, shall be guilty of a misdemeanor.