

Madison County, Iowa

Book 74

Ralph Gibson & wife)
to)
J.Q.Adams) Mtg.

Filed for record the 6 day of May A.D.1921 at 4.12 o'clock P.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.80 # 1084.

KNOW ALL MEN BY THESE PRESENTS: That we Ralph Gibson and Effie Gibson (His wife) of the County of Madison and State of Iowa in consideration of the sum of Two Hundred Twenty seven and 71/100 Dollars in hand paid, do hereby Sell and Convey unto J.Q.Adams of the County of Madison and State of Iowa the following described premises, situated in the County of Madison and State of Iowa, to-wit:

The West fifty (50) feet of Lot Nine (9) Block Two (2) Barkers second addition to the city of Macksburg, Madison County, Iowa.

The intention being to convey hereby an absolute title, in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto, belonging, unto the said J.Q.Adams and to his heirs and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Ralph Gibson and Effie Gibson (his wife) their heirs, executors or administrators shall pay or cause to be paid to the said J.Q.Adams his heirs, executors, administrators or assigns the sum of Two Hundred Twenty Seven and 71/100 (\$227.71) Dollars, on the First day of March, 1922 with interest thereon at the rate of seven per cent per annum, payable annually and until the same is fully paid, according to the tenor and effect of the one promissory note of said Ralph Gibson and Effie Gibson bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment by the said parties of the first part, or their heirs, executors or administrators, of the said interest or principal or any part thereof, at the time the same becomes due or a failure on their part to pay the taxes of any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be committed, any waste upon the said premises, or shall allow the same to diminish in value through any act or omission upon their part, then in case of the occurrence of either of said events, the whole principal sum and interest shall become due and payable.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing.

And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 10th day of April 1923 Witnessed by Olive M. Harrison Recorder.

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receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings, to be applied in payment of the sum above mentioned.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from the date hereof, until the sum shall be fully paid as aforesaid.

And the said Effie Gibson hereby relinquishes all her right of dower in and to the above described premises.

Signed this --- day of -- ---- A.D. 1921.

Ralph Gibson
Effie A. Gibson

State of Iowa Madison County SS: On this 29th day of April A.D. 1921, before me W.W. Walker a Notary Public in and for said County, personally came Ralph Gibson and Effie Gibson (Husband and Wife) to me personally known to be the identical persons whose names are affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my hand and Notarial seal, at Macksburg, on the day and date last above written.

W.W. Walker
Notary Public.

