

Mortgage Record, No. 74,

EDGAR A. CHAMBERS, DAVENPORT, IOWA.

Eugene A. Young)
to Mtg.
Frank Lecocq)

Filed for record the 5 day of July A.D. 1921 at 9.45
o'clock A.M.
Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 1380

This Indenture, Made the First day of July A.D. nineteen hundred twenty one between Eugene A. Young, a widower of Madison County, and State of Iowa of the first part, and Frank Lecocq of Union County, and State of Iowa, of the second part, Witnesseth; That the said party of the first part, for the consideration of Eight hundred Dollars, the receipt whereof do hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said party of the second part his heirs and assigns, forever, the following described Real Estate, lying and being situated in the County of Madison & Union and State of Iowa, to-wit;

The East half of the Southeast quarter of section thirty three (33) in township seventy-four (74) North of Range twenty nine (29) Madison County, Iowa, and the South three fourths of the West half of the North east quarter of the North east quarter and the West half of the East half of the Northeast quarter of the Northeast quarter of section four (4) in township seventy three (73) North of Range twenty nine (29) Union County, Iowa.

To Have and To Hold the premises above described, with all the appurtenances thereunto belonging, including homestead, unto the said second party and his heirs and assigns forever. The said party of the first part hereby covenanting that the above described premises are free from any incumbrance, and he will Warrant and Defend the title unto the said party of the second part, heirs and assigns, against all persons whomsoever lawfully claiming the same. Provided always, and these presents are upon this express condition, that if the said Eugene A. Young his heirs, executors or administrators, shall pay or cause to be paid to the said Frank Lecocq his executors and administrators, or assigns, the sum of Eight Hundred Dollars, on the 1st day of July 1922 with interest thereon at the rate of 8% according to the tenor and effect of the Promissory Note of the said Eugene A. Young payable to Frank Lecocq bearing date July 1st, 1921 then these presents to be void, otherwise to remain in full force.

And It Is Expressly Agreed, That said Mortgagor shall, while any part of his debt remains unpaid, neither permit or commit any waste on said premises; shall pay all taxes on said premises when due; and shall keep the buildings thereon insured in a responsible company, up to \$-- payable in case of loss to the holder of this Mortgage as his interest may appear.

And It is further agreed, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described Real Estate shall remain unpaid for the space of one month after the same are due and payable, or if said Mortgagor shall fail to keep the buildings on said premises insured up to

For Release of mortgaged Mortgages 24 Page 372
Mortgage Record

Madison County, Iowa

\$-- ,payable in case of loss,to the holder hereof,as his interest may appear,then the whole indebtedness shall become due,the said party of the second part his heirs or assigns, may proceed by foreclosure or in any other lawful mode,to make the amount of said note, together with all interest and costs and all taxes and assessments accrued on said Real Estate,together with a reasonable fee for the plaintiff's attorney,out of the aforesaid Real Estate.

And It Is Also Agreed,That if the Mortgagor neglect to pay taxes,or to effect insurance, the holder hereof may pay said taxes or effect said insurance,adding the amount so paid to the sum next falling due with interest thereon at 8 per cent until repaid.

And on neglect of Mortgagor to comply with any of above provisions,the holder hereof may at once foreclose,and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once,who shall take possession and control,and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fee and receiver's costs and expenses,and may discharge the usual duties of receiver.

And Eugene A.Young a widower,hereby relinquishes his right of dower in the Real Estate herein ~~mentioned~~ mentioned,subject to the above reservations and conditions.

In Testimony Whereof,The said party of the first part,has hereunto set his hand and seal the day and year first above written.

Eugene A.Young (L.S.)

State of Iowa Union County SS: On this 1st day of July A.D.1921,before me Fred W.Reinig, a Notary Public in and for said County personally appeared Eugene A.Young to me known to be the identical person named in and who executed the foregoing instrument and whose name is affixed thereto as Mortgagor and acknowledged that he is executed the same as his voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

Fred W.Reinig
Notary Public in and for said County.

