

Madison County, Iowa

Brnk 74

Adolph Kauffman and wife )  
to )  
Frank Bailey )

Mtg.

Filed for record the 23 day of September A.D. 1921 at  
9.37 o'clock A.M.

Nettie E. Winship, Recorder  
Winifred Whedon, Deputy  
Fee \$.90 # 1721

KNOW ALL MEN BY THESE PRESENTS: That Adolph Kauffman and Zeldah Kauffman, his wife of the County of Madison and State of Iowa, parties of the first part in consideration of Two Thousand & no/100 Dollars in hand paid by Frank Bailey of the County of La Grange and State of Indiana party of the second part, do 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 and State of Iowa, to-wit:

The Undivided one-seventh (Und 1/7) of the following described real estate,, to-wit:  
The South half (S $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ); and the West Three-fourths (W $\frac{3}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ); and the Southwest Quarter (SW $\frac{1}{4}$ ), except School House Site, all in Section Five (5), Township Seventy Seven (77) North, Range Twenty Nine (29) west of the fifth P.M. in Madison County, Iowa.

subject to incumbrances as follows, to-wit: of Eight Thousand and Seven & 47/100 (\$8007.47) Dollars, given to Otto Kauffman and Henry Kauffman.

To Have and To Hold The premises above described, with the appurtenances thereunto belonging unto the said second party, and to his heirs and assigns forever. The said parties of the first part hereby covenants that the above described premises are free from any incumbrances except as above stated and that they will Warrant and Defend the title unto the said party of the second part his heirs, and assigns against all persons whomsoever lawfully claiming the same, excepting above incumbrances: Provided always, and these presents are upon this express condition, that if the said Adolph Kauffman and Zeldah Kauffman their heirs, executors, administrators, or assigns shall pay the said Frank Bailey his heirs, executors, administrators, or assigns the sum of Two Thousand & no/100 Dollars on or before the 1st day of March 1922 with interest thereon payable annually at the rate of eight per

For Release of annexed Mortgage see  
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FIDLER &amp; CHAMBERS, DAVENPORT, IOWA.

cent per annum according to the tenor and effect of the one promissory note of the said Adolph Kauffman and Zeldah Kauffman payable to said Frank Bailey or order and bearing date even herewith then these presents to be void, otherwise to remain in full force.

The grantors also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof shall become delinquent, and to permit said mortgages above described to become defaulted or breached or delinquent in no respect. In default of the grantors to pay such taxes or assessments when due, then the grantee herein, his executors, administrators or assigns may pay such taxes or assessments, or either, and shall receive 8 per cent interest, payable semi-annually, on all such payments, from the date thereof, and this mortgage shall stand as security, for all such payments taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to pay such taxes or assessments, or any interest or principal when due, or upon any interest or principal becoming due and unpaid upon any of the above described mortgages, or upon any of said mortgages becoming in any way due and payable, the grantee, his executors, administrators or assigns, may declare the whole sum hereunder remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful method to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney.

And said Zeldah Kauffman hereby relinquishes her right of dower in the foregoing described real estate, subject to the above reservations and conditions.

Signed by the parties of the first part this 14<sup>th</sup> day of September A.D., 1921.

Adolph Kauffman  
Zeldah Kauffman

State of Iowa, Dallas County SS: On this 14<sup>th</sup> day of September A.D. 1921, before me Allen T. Percy, a Notary Public, in and for said County, personally appeared Adolph Kauffman and Zeldah Kauffman his wife to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

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

Allen T. Percy  
Notary Public in and for said County

