

Mortgage Record, No. 74,

Notary Public in and for said County.

August C. Marquardt)
to
Amanda M. Marquardt) Mortgage.
And, Emma E. Jensen

Filed for Record the 26th day of September A.D. 1921
at 4.30 o'clock P.M. Nettie E. Winship Recorder
#1746 Fee \$.90

KNOW ALL MEN BY THESE PRESENTS: That August C. Marquardt (Single) of Madison County, and State of Iowa in consideration of the sum of Fifty-three Hundred Forty-three and 91/100 (\$5343.91) Dollars in hand paid by Amanda M. Marquardt and Emma E. Jensen of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said Amanda M. Marquardt and Emma E. Jensen the following described premises, situated in the County of Madison and State of Iowa to-wit: The East Two-thirds (2/3) of the South-west Quarter of Section Three (3), in Township Seventy seven (77) North, Range Twenty-seven (27), West of the Fifth Principal Meridian, Madison County, Iowa. And I hereby covenant with the said Amanda M. Marquardt and Emma E. Jensen that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever; and I covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever; and the said -- hereby relinquish-- right of dower in and to the above described premises: PROVIDED, always, and these presents are upon this express condition, that if the said August C. Marquardt heirs, executors or administrators shall pay or cause to be paid to the said Amanda M. Marquardt and Emma E. Jensen executors and administrators or assigns the sum of Three Thousand Fifty-two and 51/100 Dollars on the First day of March, 1925, Twenty-two Hundred Ninety-one 40/100 Dollars to Emma E. Jensen on the First day of March, 1925 shall pay or cause to be paid to the said Amanda M. Marquardt and Emma E. Jensen with interest thereon at 5% from March 1, 1922, according to the tenor and effect of the Two promissory note of the said August C. Marquardt payable to Amanda M. Marquardt and Emma E. Jensen bearing even date herewith, then these presents to be void, otherwise to remain in full force. And it is hereby agreed that the said -- shall keep the buildings on said property

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Dollars. The said first party further agrees that the said second party, at any time during the existence of this indebtedness, or any part thereof, and until the same is fully paid, shall have full power, and is hereby authorized, as attorney in fact of said party, to pay all liens of any kind either prior or subsequent, that may in any manner affect the title to the land herein conveyed, and for the payment of all moneys so paid, with interest thereon from the date of such payment, at the rate of Five per cent per annum, payable semi-annually, this indenture shall be security, in like manner and with like affect, as for the payment of said notes. And it is hereby further agreed that if the said August C. Marquardt allow the taxes to become delinquent upon said property, or permit the same, or any part thereof, to be sold for taxes or if he fail to pay the interest on said notes promptly as the same becomes due, the notes secured hereby shall become due and payable in sixty days thereafter; and the mortgagee, their heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said August C. Marquardt in addition to the amount of said debt, interest and costs, agrees to pay the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed and delivered this 24th day of September 1921.

August C. Marquardt

State of Iowa Dallas County SS: On this 24th day of September A.D. 1921, before me personally appeared August C. Marquardt (Single) to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Clarence Dunn
Notary Public in and for Dallas County, Iowa.

Jerry Pritchard)

... hereby relinquishes her right in and to the above described