

## Mortgage Record, No. 74,

W. Clifford Lienemann and  
wife Marie Lienemann  
to  
Amanda Lienemann ) Mtg.

Filed for record the 5th day of October A.D. 1921 at 4.30  
o'clock P.M.

Nettie E. Winship, Recorder  
Fee \$1.00 # 1803.

THIS INDENTURE, Made and executed the fifth day of October A.D. 1921 by and between W. Clifford Lienemann and wife Marie Lienemann of the County of Madison and State of Iowa parties of the first part, and Amanda Lienemann of Madison County, Iowa, parties of the second part, Witnesseth; That the said party of the first part, for and in consideration of the sum of Eleven thousand two hundred and five and 44/100 Dollars, paid by said party of the second part, the receipt whereof is hereby acknowledged, have Granted and Sold, and do by these presents Grant, Bargain, Sell, Convey, and Confirm unto the said party of the second part her heirs and assigns, forever, the certain tract or parcel of real estate, situated in the County of Madison and State of Iowa, described as follows, to-wit:

The south half ( $\frac{1}{2}$ ) of the south east quarter ( $\frac{1}{4}$ ) of the north east quarter ( $\frac{1}{4}$ ) of section six (6), and the west half ( $\frac{1}{2}$ ) of the north west quarter ( $\frac{1}{4}$ ) of section five (5), and the east half ( $\frac{1}{2}$ ) of the south east quarter ( $\frac{1}{4}$ ) of section six (6), and the west half ( $\frac{1}{2}$ ) of the south west quarter ( $\frac{1}{4}$ ) of section five (5), all in township seventy seven (77) north, of range twenty seven (27), west of the Fifth P.M. Iowa, containing two hundred and sixty (260) acres more or less.

To Have and To Hold the premises above described, with all the appurtenances thereunto belonging, unto the second party, and to her heirs and assigns, forever. The said W. Clifford Lienemann and Marie Lienemann represent to and covenant with the party of the second part, that they have good right to sell and convey said premises; that they are free from incumbrance, and that they will warrant and defend said premises against the lawful claims of all persons whomsoever; and the said Marie Lienemann hereby releases all her right of dower in and to the said premises; and the said party of the first part relinquish and convey all right and homestead in said premises.

THIS CONVEYANCE TO BE VOID ON THE FOLLOWING CONDITIONS: That said W. Clifford Lienemann and Marie Lienemann shall pay said Amanda Lienemann or order, Eleven thousand two hundred and five and 44/100 (11205.44) dollars with interest on all of said money from this date until paid, at the rate of six per cent per annum, payable annually according to the one promissory note of the said W. Clifford Lienemann and Marie Lienemann of even date herewith; and it is stipulated in said note, and in this mortgage, that should any of said interest not be paid when due it shall bear interest at the rate of eight per cent per annum from the time the same becomes due, and this mortgage shall stand as security for the same.

That said W. Clifford Lienemann and Marie Lienemann shall pay all taxes and assessments levied upon said real estate before the same become delinquent, and in case not so paid the holder of this mortgage shall have the right to declare the whole sum of money herein secured due and collectible at once, or he may pay such taxes or assessments, and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes and interest so paid.

That said W. Clifford Lienemann and Marie Lienemann shall cause the buildings on said premises to be insured, and during the existence of this mortgage keep insured, against loss by fire, in some good company, to be selected by the mortgagee, in the sum of not less than -- Dollars, loss, if any, to be payable to said second party, and shall deliver policies and re- and upon failure to make such insurance, or to deliver said policy or renewal receipts, *said second party* newal receipts, said second party may make such insurance, or treat this mortgage as due; and if he elects to make such insurance he shall be entitled to interest on the amount paid therefor at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid, with interest as aforesaid.

It is further stipulated and agreed, that a failure to pay any of the said money, either

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principal or interest, within sixty days after the same becomes due, or a failure to conform <sup>or comply</sup> with any of the foregoing conditions or agreements, shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest, and costs.

And it is further expressly agreed, that in the event of any failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party shall be, and hereby is, authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard said second party in the collection of said sums by foreclosure or otherwise.

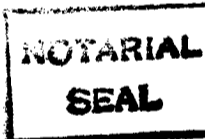
And it is further agreed, that in the event of the commencement of an action for the foreclosure of this mortgage, upon any default being made, that statutory Dollars attorney's fee shall become due from the first party to the second party, and shall be paid in the event of a settlement before a decree of foreclosure shall be obtained; and if a decree of foreclosure, shall be entered, then statutory Dollars attorney's fee shall be taxed by the Court and included in said decree.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

W. Clifford Lienemann (Seal)  
Marie Lienemann (Seal)

State of Iowa, Madison County SS: Be It Remembered, that on this fifth day of October, A.D. 1921, before the undersigned, a Notary Public in and for said County, personally appeared W. Clifford Lienemann and wife Marie Lienemann to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as grantors, and acknowledged the execution of said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written.



W. S. Cooper  
Notary Public.