

Madison County, Iowa

Book 74

Thomas C. Phillips )  
to Mtg.  
Linnie Foreman )

Filed for record the 12th day of October A.D. 1921 at  
4 o'clock P.M.

Nettie E. Winship, Recorder

Fee \$.80 # 1840. ✓

KNOW ALL MEN BY THESE PRESENTS: That Thomas C. Phillips and Nora E. Phillips (his wife) of the County of Madison and State of Iowa in consideration of the sum of Three Thousand and no/100 (\$3000.00) Dollars in hand paid, do hereby Sell and Convey unto Linnie Foreman 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 SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section Thirty Two (32) Township Seventy Five (75) North Range, Twenty Nine (29) West of the 5th P.M. 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 Linnie Foreman and to her heirs and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Thomas C. Phillips & wife their heirs, executors or administrators shall pay or cause to be paid to the said Linnie Foreman her heirs, executors, administrators or assigns the sum of Three Thousand and no/100 Dollars, on the 1st day of October 1924, with interest thereon at the rate of 6 per cent per annum, payable annually from Oct. 1st, 1921, and until the same is fully paid, according to the tenor and effect of the one promissory note of said Thomas C. & Nora-Phillips 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 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

*Vertical handwritten note:*  
Linnie Foreman  
5th P.M. Iowa  
August 1924  
Recorded by Olive Garrison Crawford, Recorder

## Mortgage Record, No. 74,

FIDLAR &amp; CHAMBERS, DAVENPORT, IOWA.

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 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.

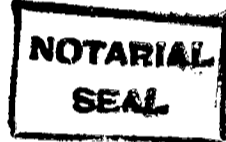
And the said Nora E. Phillips hereby relinquishes all right of dower in and to the above described premises.

Signed this 12th day of Sept A.D. 1921.

Thomas C. Phillips  
Nora E. Phillips

State of Iowa Madison County SS: On this 12th day of September A.D. 1921 before me W.W. Walker, a Notary Public in and for said County, personally came Thomas C. Phillips and Nora E. Phillips (Husband & 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 notarial seal, at Macksburg on the day and date last above written.



W.W. Walker  
Notary Public.

Filed for record the 15 day of October A.D. 1921 At 10.05