

Madison County, Iowa

Book 74

Glen E. Weeks & wife)
to Mtg.
Fred W. Reinig)

Filed for record this 9" day of December A.D. 1921 at
9.47 o'clock A.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 2176

THIS INDENTURE, Made the 3d day of December A.D. nineteen hundred twenty one between
Glen E. Weeks & wife Opal Weeks of Union County, and State of Iowa of the first part, and
Fred W. Reinig of Union County, and State of Iowa of the second part, Witnesseth; That the
said parties of the first part, for the consideration of One hundred & nine Dollars, the re-
ceipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey
unto the said partys of the second part his heirs and assigns, forever, the following des-
cribed Real Estate, lying and being situated in the County of Madison and State of Iowa,
our undivided interest in the following described land to-wit:

North half of the Northeast quarter of section thirty-four (34) and the West five (5)
acres of the Northwest quarter of the North west quarter of the Northwest quarter of
section thirty five (35) and the Southwest quarter of the Northwest quarter of the North-
west quarter of section thirty five (35) all in township seventy four (74) North of Range
twenty eight (28) West of the Fifth P.M.

TO HAVE TO HOLD the premises above described, with all the appurtenances thereunto belong-
ing, including homestead, unto the said second party and his heirs and assigns forever. The
said parties of the first part hereby covenanting that the above described premises are
free from any incumbrance and 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. Provided always, and these presents are, upon this express condition, that if the said
Glen E. Weeks and wife Opal Weeks their heirs, executors or administrators, shall pay or cause
to paid to the said Fred W. Reinig his executors and administrators, or assigns the sum of
One hundred & nine Dollars on the 3d day of December 1922, with interest at the rate of 8
% according to the tenor and effect of the Promissory note of the said Glen E. Weeks & wife
Opal Weeks payable to Fred W. Reinig bearing date December 3d, 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 huildings on said premises insured up to \$--
payable in case of loss, to the holder hereof, as his interest may appear, then the whole
indebtedness shall become due, the said part of the second part, 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 receiv-
er's costs and expenses, and may discharge the usual duties of receiver.

Mortgage Record, No. 74,

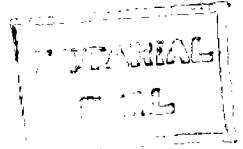
FIDLAR & CHAMBERS, DAVENPORT, IOWA.

And Opal Weeks wife of the said Glen E. Weeks hereby relinquishes her right of dower in the Real Estate herein mentioned, subject to the above reservations and conditions.

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

Glen E. Weeks (LS)
Opal Weeks (LS)

State of Iowa, Union County SS: On this 7th day of December A.D. 1921, before me Will Cochran, a Notary Public in and for said County, personally appeared Glen E. Weeks and wife Opal Weeks to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as Mortgagor and acknowledged that they executed the same as -- voluntary act and deed.



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

Will Cochran
Notary Public in and for said County.