

Madison County, Iowa

BOOK 74

J.B.Hully and Alma L.Hully)
to
Jas.A.Wilson) Mtg.

Filed for record the 19th day of December
A.D.1921 at 10.15 o'clock A.M.
Nettie E.Winship, Recorder
~~Winifred Weldon, Deputy~~
Fee \$.80 # 2248

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FOR RECORD OF THE... 74... 238

KNOW ALL MEN BY THESE PRESENTS: That we, J.B.Hully and Alma L.Hully, husband and wife, of the County of Cass and State of Iowa, parties of the first part, in consideration of Four Thousand & no/100 Dollars, the receipt whereof is hereby acknowledged in hand paid by Jas.A.Wilson of the County of Union and State of Iowa, 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 Counties of Madison and Union and State of Iowa, to-wit:

Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and South Half of Southwest Quarter, (S $\frac{1}{2}$ SW $\frac{1}{4}$) all in Section No. Thirty Five (35) Township No. Seventy Four (74) North, of Range No. Twenty Eight (28) in Madison County, Iowa, also the Northeast Quarter of Northwest Fractional Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) Section Two (2) Township Seventy Three (73) North, Range Twenty Eight (28) in Union County, Iowa. and containing in all two hundred acres, more or less.

This mortgage is Junior and subject to one of \$10,000.00 given to the Security Loan and Title Co., dated Feb. 6, 1917, due Mar 1, 1927.

To have and to hold the premises above described with all 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; Provided, always, and these presents are upon this express condition, that if the said J.B.Hully and Alma L.Hully, their heirs, executors, administrators, or assigns shall pay the said Jas.A.Wilson, his heir- executors, administrators, or assigns the sum of Four Thousand & No/100 Dollars, on the first day of March 1924, with interest thereon payable semi-annually at the rate of eight per cent per annum according to the tenor and effect of the one promissory note of said J.B.Hully and Alma L.Hully payable to Jas.A.Wilson or order, and bearing date March 1st, 1921, then these presents to be void, otherwise to remain in full force.

The grantors herein further agree to keep the buildings on said foregoing described premises insured against fire and lightning and windstorms tornadoes and cyclones to the amount of--- Dollars in some company satisfactory to the grantee herein, his executors, administrators, or assigns and payable in case of loss to such grantee, his executors, administrators or assigns, as his or their interest may appear; 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, In default of the grantors to provide such insurance or to pay such taxes or assessments when due then the grantee herein, his executors, administrators or assigns may procure such insurance, or 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 for insurance, taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to provide such insurance, pay such taxes or assessments or any interest thereon or of the principle or any part thereof, or either, when due, 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 mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney. All unpaid interest shall bear 8 per cent per

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FIDLER & CHAMBERS, DAVENPORT, IOWA.

annum, payable semi-annually from the time when due.

And on neglect of Mortgagor to comply with any ~~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 Mortgage debt including attorney's fees and receiver's costs and expenses, and may discharge the usual duties of receiver.

And said Alma L. Hully, 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 First day of March 1921.

J.B. Hully
Alma L. Hully

State of Iowa, Montgomery County SS: on this third day of March A.D. 1921, before me E.D. Hully, a Notary public in and for said County, personally appeared J.B. Hully and Alma L. Hully, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors 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.

E.D. Hully
Notary Public in and for said County.

Filed for record the 21 day of December A.D. 1921 at

as take