

Mortgage Record, No. 74,

Witnessed by Gladys B. De Vault, Recorder, Jessie A. Bonham as Executor of the estate of William George Bonham, deceased

This mortgage has been filed, I hereby record, it changes the same of Nov. 1928

Ernest A. Bonham & wife)
to
W. G. Bonham) Mtg.

Filed for record the 21 day of December A.D. 1921 at 10.05 o'clock A.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 2259

THIS INDENTURE, Made the 19th day of December A.D. nineteen hundred twenty one between Ernest A. Bonham & wife Lyda Bonham of Madison County, and State of Iowa of the first part, and W. G. Bonham of Union County, and State of Iowa of the second part, WITNESSTH: That the said parties of the first part, for the consideration of One thousand Dollars, the receipt whereof is hereby acknowledged, 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 County of Madison and State of Iowa, to-wit:

East half of the Northeast quarter of section twenty one (21) in township seventy four (74) North of Range twenty nine (29) West of the Fifth P.M.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, 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 Ernest A. Bonham & wife Lyda Bonham their heirs, executors or administrators, shall pay or cause to be paid to the said W. G. Bonham his executors and administrators, or assigns, the sum of One thousand Dollars, on the 1st day of January 1927 with interest thereon at the rate of 6% according to the tenor and effect of the Promissory Note of the said Ernest A. Bonham & Lyda Bonham payable to W. G. Bonham bearing date December 19th, 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 \$1000.00 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

Madison County, Iowa

BOOK 74

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 buildings on said premises ^{insured} up to \$1000.00 payable in case of loss, to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, the said party of the second part, his 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 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 receiver's costs and expenses, and may discharge the usual duties of receiver.

And Lyda Bonham wife of the said Ernest A. Bonham 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.

Ernest A. Bonham (L.S.)
Lyda Bonham (L.S.)

State of Iowa, Union County SS: On this 19th day of December, A.D., 1921, before me Fred W. Reinig, a Notary Public in and for said County, personally appeared Ernest A. Bonham & Wife Lyda Bonham 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 their voluntary act and deed.

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

Fred W. Reinig
Notary Public in and for said County.

Fanny Abbott

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