

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

Charles Garrett and)
Verlie Garrett) Mtg.
to)
Cass Pindell)

Filed for record the 29th day of December A.D. 1921 at
10.17 o'clock A.M.
Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.80 # 2295

KNOW ALL MEN BY THESE PRESENTS: That We Charles Garrett and Verlie Garrett, his wife, of the County of Madison and State of Iowa in consideration of the sum of Ywenty Five Hundred and no/100 Dollars in hand paid, do hereby Sell and Convey unto Cass Pindell 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 NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ the West one half (W $\frac{1}{2}$) of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section Thirty two (32) and the E $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section Twenty Nine (29) also the East eighteen (18) acres of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the west Nine (9) acres of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section thirty two (32) Excepting $\frac{1}{2}$ acre from the East 18 acres used for Cemetery purposes, all in Township Seventy four (74) Range Twenty nine (29) West b of the 5th P.M. Containing 101 $\frac{1}{2}$ acres more or less.

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 Cass Pindell and to his heirs and assigns forever.

Provided Always, and these presents are upon the express condition, that if the said Charles Garrett and Verlie Garrett his wife, their heirs, executors or administrators shall pay or cause to be paid to the said Cass Pindell his heirs, executors, administrators or assigns the sum of Twenty Five Hundred (\$2500.00) Dollars, on the 1st day of March 1925.

With privilege of paying \$100.00 or any multiple of \$100.00 any interest paying day after three years, with interest thereon at the rate of 7 per cent per annum, payable annually and until the same is fully paid, according to the tenor and effect of the one promissory note of said Charles Garrett and Verlie Garrett 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 deminish 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 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 Verlie Garrett hereby relinquishes all her right of dower in and to the above described premises.

4 *Maid 30*
Cass, Pindell Witnessed by Mildred E. Hunt Recorder

Madison County, Iowa

BOOK 74

Signed this 8th day of March A.D.1920.

Chas, Garrett
Verlie Garrett

State of Iowa Madison County SS: On this 8th day of March A.D.1920, before me W.W. Walker a Notary Public in and for said County personally came Charles Garrett and Verlie Garrett his 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

