

D.L.Campbell )  
to Mtg.  
E.S. & C.Gilbert)

Filed for record the 5th day of March A.D.1921 at  
9.55 o'clock A.M.

Nettie E.Winship, Recorder  
Fee \$.80 565

THIS INDENTURE, Made the 1st day of March A.D. Nineteen Hundred and Twenty one between D.L. Campbell and Clara J. Campbell husband and wife, of Madison County, and State of Iowa, party of the first part and E.S. Gilbert and C.H. Gilbert of Madison County, and State of Iowa, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of Seven Thousand & no/100 Dollars, receipt whereof is hereby acknowledged do hereby sell and convey unto the said party of the second part, successors and assigns, forever the following described real estate, situated in the County of Madison and State of Iowa, to-wit:

The South West Quarter of the South East Quarter of Section Twenty seven (27) and the North West Quarter of the North East Quarter of Section Thirty Four (34) all in Township Seventy Four (74) North 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, unto the said party of the second part, and to successors and assigns forever. The said party of the first part hereby covenants that the above described premises are free and clear of all liens and incumbrances, and we will warrant and defend the title unto the said party of the second part, successors and assigns against the lawful claims of all persons whomsoever, and the said Clara J. Campbell hereby relinquishes her right of dower in the real estate herein mentioned.

This indenture is executed and delivered upon the following conditions;

That said ~~first~~ party shall pay to said E.S. Gilbert and C.H. Gilbert, heirs, or assigns, Seven Thousand & no/100 Dollars on the 1st day of March, 1926.

with interest thereon at seven per cent per annum, payable semi-annually, and eight per cent per annum, payable semi-annually on principal and interest after due, according to the tenor and effect of the one principal note of the said D.L. Campbell and Clara J. Campbell payable to said E.S. Gilbert and C.H. Gilbert and bearing even date herewith:

That said first party shall pay all taxes, and assessments, both general and special, levied upon said real estate, before the same becomes delinquent, and if not so paid, said second party

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or assigns, may pay such taxes or assessments:

That the said first party shall keep the buildings on said property insured in some insurance company satisfactory to said second party, in the sum of-- Dollars, with the loss, if any, payable to second party, successors or assigns, as its interest may appear, and shall deliver all policies of insurance and renewal receipts to the said second party, and upon failure to do so said second party, or assigns, may maintain such insurance at the expense of said party of the first part;

That said first party shall not do any act whereby the value of said mortgaged premises shall be impaired beyond natural wear and tear from ordinary use;

That all money paid by second party or assigns for taxes, assessments and insurance shall bear eight per cent interest payable semi-annually and shall become a lien on said real estate under this mortgage;

That if said first party fails to pay said interest within twenty days after it becomes due, or to comply with any one of the covenants and agreements hereof, then the whole debt secured shall become due and collectible at once, at the option of the holder hereof;

That if suit is commenced to foreclose this mortgage, all costs and expenses in connection therewith, including a reasonable Attorney's fee, and cost of abstract, shall be included in the judgment in said proceeding, and it is further agreed that upon the commencement of such proceedings the holder hereof shall be entitled to the immediate possession of said premises and of rents and income therefrom, either through a Receiver or otherwise, the net sum received through said Receivership, or possession, to be applied upon the debt secured hereby.

Upon compliance with the foregoing agreements, this obligation shall be void, otherwise, to remain in full force.

In testimony whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

/ D.L. Campbell  
Clara J. Campbell

State of Iowa County of Union SS.: On the 4th day of March A.D. 1921, before me personally appeared D.L. Campbell and Clara J. Campbell husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

M.G. Bacon  
Notary Public in and for said County

