

State of Iowa, County of Madison, on the 5th day of March A.D. 1921 before me appeared

Notary Public in and for Madison County, Iowa.

C.L. Barnett )  
to Mtg.  
A.G. Berkey )

Filed for record the 5th day of March A.D. 1921 at 10 o'clock A.M.

Nettie E. Winship, Recorder  
Fee \$1.70 # 566.

For Release of amended Mortgage see  
Mortgage Record 57 Page 437

KNOW ALL MEN BY THESE PRESENTS: That we, C.L. Barnett and wife Anna Barnett of the County of Madison and State of Iowa, parties of the first part in consideration of Five Thousand & 00/100 Dollars in hand paid by A.G. Berkey of the County of Madison and State of Iowa party of the second part, do by these presents, Grant, Bargain, Sell and convey unto the said part- 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:

The East 39 acres of the Northwest Quarter of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of Section Fourteen (14)

And one acre in the Southeast Quarter of the Southeast Quarter, of Section Fifteen (15) all in Township 77, North, Range 28, West 5th P.M. Iowa.

subject to incumbrance as follows to-wit: a First Mortgage of Fifteen hundred Dollars

To have and To Hold The premises above described, with the appurtenances thereunto belonging unto the said second party and to his heirs and assigns forever. The said part- of the first part hereby covenants that the above described premises are free from any in- cumbrances except as above stated, and that --will Warrant and Defend the title unto the said part-- of the second part his heirs, and assigns, against all persons whomsoever law- fully claiming the same, excepting above incumbrances; Provided always, and these presents are upon this express condition, that if the said C.L. Barnett or his heirs, executors, ad- ministrators, or assigns shall pay the said A.G. Berkey or his heirs, executors, administrators or assigns the sum of Five Thousand Dollars, on the 1st day of March 1926 with interest thereon payable annually at the rate of six per cent per annum for 1st, 2 years, & 5 1/2 --for remaining 3 yrs according to the tenor and effect of the one promissory note of the said C.L. Barnett payable to said A.G. Berkey or order and bearing date Mar. 2nd, 1921 then these presents to be void, otherwise to remain in full force. Optional payment of \$100.00 or multiple thereof on any interest day reserved by makers.

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, and to permit said mortgages above described to become defaulted or breached or delinquent in no respect. In default of the grantors to pay such taxes or assessments when due, then the grantee herein, his executors, administrators or assigns may pay such taxes or assessments, or either, and shall receive 8 per cent interest, payable semi-annually, on all such payment, from the date thereof, and this mortgage shall stand as security for all such payments taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to pay such taxes or assessments, or any interest or principal when due, or upon any interest or principal becoming due and unpaid

upon any of the above described mortgages, or upon any of said mortgages becoming in any way due and payable, 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 method to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney.

And said Anna Barnett 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 2nd day of March A. D. 1921

C. L. Barnett  
Anna Barnett.

State of Iowa, Madison County SS: On this 2nd day of March, A. D. 1921, before me H. S. Thomson a Notary Public in and for said County, personally appeared C. L. Barnett and Anna Barnett 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 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.

H. S. Thomson  
Notary Public in and for said County