

My commission expires May 20, 1922.

Cora E. Simmons )  
to Mtg.  
Alice McMains |

Filed for record the 12th day of March A.D. 1921 at 10.06  
o'clock A.M.

Nettie E. Winship, Recorder  
Fee \$ . 90 # 673.

For Release of Unrecorded Mortgage  
Mortgage Record 57 Page 383

THIS INDENTURE, Made the 1st day of March, A.D. Nineteen Hundred and Twenty one between Cora E. Simmons and George L. Simmons, her husband of Madison County, and State of Iowa, party of the first part and Alice McMains of Union County, and State of Iowa, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of Ten Thousand One Hundred and 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 West Half of the North East Quarter and the North West Quarter of the South East Quarter of Section Thirty Two (32), Township Seventy Four (74) North, Range Twenty eight (28) West of the Fifth Principal Meridian. Subject to a first mortgage of Eleven Thousand Dollars.

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 George L. Simmons hereby relinquishes his 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 Alice McMains, heirs or assigns Ten Thousand One Hundred Dollars, on the 1st day of March, 1924, with interest thereon at six per cent per annum, payable annually, and eight per cent per annum payable annually on principal and interest after due, according to the tenor and effect of the two principal notes of the said Cora E. Simmons and George L. Simmons payable to said Alice McMains 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 part, 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

Mortgage Record, No. 74,

FIDELITY & CHAMBERS, DAVENPORT, IOWA.

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 hereby 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 hand the day and year first above written

Cora E. Simmons  
George L. Simmons

State of Iowa County of Union SS: On the 4th day of March A.D. 1921, before me personally appeared Cora E. Simmons and George L. Simmons, her husband 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.

Penn Mutual Life Ins Co )  
to Release  
William T. Libby & wife )

Filed for record the 12th day of March A.D. 1921  
at 10.30 o'clock A.M.

Nettie E. Winship, Recorder  
Fee \$ .50 # 677. ✓

KNOW ALL MEN BY THESE PRESENTS, That The Penn Mutual Life Insurance Company, a corporation organized under the laws of the State of Pennsylvania, having its principal office in the City of Philadelphia and State of Pennsylvania, does hereby certify that a certain indenture of mortgage bearing date the 16th day of February A.D. 1916, made and executed by William T. Libby and Susan R. Libby, his wife, of the first part, to H.W. Binder & Company of the second part, and recorded in the office of the Recorder of Deeds of the County of Madison, State of Iowa, in Book 61 of Mortgages, on page 434, on the 18th day of February A.D. 1916, given to secure the payment of money loaned and creating a lien therefor on the premises therein described, is, with the note accompanying it, fully paid, satisfied, released and discharged.

Said mortgage was assigned to said The Penn Mutual Life Insurance Company, by assignment recorded in Book No. 64, of Assignments, page 33, of the records of the County of Madison, State of Iowa.

In Witness Whereof, Said The Penn Mutual Life Insurance Company has caused these presents to be signed by its President, and its corporate seal to be affixed this 8th day of March, A.D. 1921.

In presence of  
Simon Gillam (Corporate) The Penn Mutual Life Insurance Company  
J.H. Jefferies (Seal) By Geo.K. Johnson President  
Attest Sydney A. Smith Secretary

Commonwealth of Pennsylvania City and County of Philadelphia SS On this 8th day of March, A.D. 1921, before me the subscriber, a Notary Public within and for the said City and County, personally appeared Geo.K Johnson to be personally known, who, being by me duly affirmed, did

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say that he is the President of The Penn Mutual Life Insurance Company, a corporation of the State of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said Company by authority of its Board of Trustees and he acknowledged said instrument to be the free act and deed of said The Penn Mutual Life Insurance Company.

J.H. Jefferies, Notary Public  
Com exp 1/21/1923.