

Robert L. Hunter & wife )  
 Rachel Holderbaum ) Mtg.  
 to  
 Rex Spooner )

Filed for record the 18th day of March A.D. 1921 at  
 2.02 o'clock P.M.

Nettie E. Winship, Recorder  
 Fee \$.90 #743. ✓

THIS INDENTURE, Made the 1st day of March A.D. nineteen hundred twenty one between Robert L. Hunter and Cora M. Hunter, his wife; and Rachel Holderbaum, single of Madison County, and State of Iowa of the first part, and Rex Spooner of Dallas County, and State of Iowa of the second part WITNESSETH: That the said parties of the first part, for the consideration of Four Thousand & no/100 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;

The East One Hundred Six and two-thirds (E 106.2/3) acres of the Northwest Quarter (NW 1/4) of Section Twenty Eight (28), Township Seventy Six (76) North, Range Twenty Nine (29) west of the fifth P.M. in Madison County, Iowa.

(This mortgage is subject to one certain mortgage now upon said premises in the sum of \$14,000.00 bearing interest at 5 1/2 per cent and one-half of one per cent represented to make the interest on said \$14,000.00 equal 6%)

To Have and To Hold the premises above described, with all the appurtenances thereunto

O.S. Neal  
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For Release of unrecorded Mortgage see  
 Mortgage Record 78 Page 178

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Mortgage Record, No. 74,

belonging, including homestead, unto the said second party and his heirs and assigns forever. The said part 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 party, 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 Robert L. Hunter, Cora M. Hunter, and Rachel Holderbaum their heirs, executors or administrators, shall pay or cause to be paid to the said Rex Spooner his executors and administrators, or assigns, the sum of Four Thousand & No/100 Dollars, on the 1<sup>st</sup> day of March, 1926 with interest thereon from March 1, 1921, according to the tenor and effect of the Coupon Promissory Note of the said Robert L. Hunter, Cora M. Hunter, Rachel Holderbaum payable to Rex Spooner, bearing ~~even~~ date even herewith 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 \$ -- 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 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 \$--, 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 to 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 hereon 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 Cora M Hunter wife of the said Robert L. Hunter hereby relinquishes her right of dower in the Real Estate herein mentioned, subject to the above reservations and conditions.

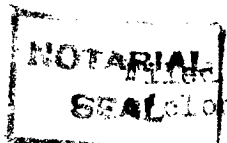
In Testimony Whereof, The said parties of the first part, have hereunto set hands and seals the day and year first above written,

Robert L. Hunter (LS)  
Cora M. Hunter (LS)  
Rachel Holderbaum

State of Iowa, Dallas County SS: On this 1st day of March A.D. 1921, before me Allen T. Percy, a Notary Public in and for said County, personally appeared Robert L. Hunter and Cora M. Hunter, his wife; and Rachel Holderbaum, Single, to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as Mortgagors 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.

Allen T. Percy  
Notary Public in and for said County



Assign

Filed for record in Dallas County Iowa on 1st day of March A.D. 1921 at 2.15  
Public and Civil Recorder  
No. 7.20 117