

BOOK 74

Mortgage Record, No. 74,

NOTARIAL CHAMBER, DAVENPORT, IOWA

with any of these provisions the holder hereof may

NOTARY PUBLIC

Elmer H. Gunter & wife )  
do )  
Fred W. Leeper ) Mtg.

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

Nettie E. Winship, Recorder  
Fee \$.90 # 745. ✓

THIS INDENTURE, Made the first day of March A.D. nineteen hundred twenty one between Elmer H. Gunter and Enola H. Gunter, his wife of Dallas County, and State of Iowa of the first part, and Fred W. Leeper of Dallas County, and State of Iowa of the second part Witnesseth: That the said parties of the first part, for the consideration of Seven Thousand and 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 Half (E½) of the Southeast Quarter (SE¼) of Section Four (4) and the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Three (3), all in Township Seventy-Five (75) North, Range Twenty Nine (29) West of the Fifth P.M., in Madison County, Iowa,

Subject to incumbrances as follows to-wit:

A mortgage of Nine Thousand Dollars (\$9,000.00) and a second mortgage of Four Thousand Five Hundred Dollars (\$4,500.00)

To have and to Hold the premises above described, with all the appurtenances thereunto 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 incumbrances, and will Warrant and Defend the title unto the said party of the second part, 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 Elmer H. Gunter and Enola H. Gunter, their heirs, executors or administrators, shall pay or cause to be paid to the said Fred W. Leeper, his executors and administrators, or assigns, the sum of Seven Thousand and no/100 Dollars on the 1st day of March, 1926 with interest thereon at 6% payable annually according to the tenor and effect of the Coupon Promissory Note of the said Elmer H. Gunter and Enola H. Gunter payable to Fred W. Leeper bearing date March, 1, 1921 then these presents to be void, otherwise to remain in full force.

And it is expressly agreed, That said Mortgagors 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 of 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 hereof 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 Enola H. Gunter wife of the said Elmer H. Gunter 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 their hands and seals the day and year first above written.

Elmer H. Gunter (L.S.)  
Enola H. Gunter (L.S.)

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 Elmer H. Gunter and Enola H. Gunter, his wife, to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as Mortgagor 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 Dallas County, Iowa.