

Mortgage Record, No. 74,

JOLAN A. CHAMBERS, DAVENPORT, IOWA.

Archie M. Scarlett & wife
to
Cass Pindell)
Mtg.

Filed for record the 9th day of May A.D. 1922 at 9.50
o'clock A.M.

Nettie E. Winship, Recorder
Fee \$.80 # 1154 ✓

This mortgage has been paid in full, & hereby released and dis- charged the name of record, this day of May, 1923. Witnessed by Olive M. Garrison Recorder

KNOW ALL MEN BY THESE PRESENTS That We Archie M. Scarlett and Dora Scarlett, his wife, of the County of Madison and State of Iowa in consideration of the sum of Fifteen Hundred and no/100 Dollars in hand paid, do hereby SELL AND CONVEY unto Cass Pindell of the County of Madison and State of Iowa the following described premises, situated in the County of Madison and State of Iowa to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Two (2) Township Seventy-Four (74) North Range Twenty Nine (29) West of the 5th P.M. Iowa

This Mortgage is given subject to a prior mortgage for Fourteen Thousand Dollars (14000.00) to Union Central Life Insurance Company, Cincinnati, Ohio.

The intention being to convey hereby an absolute title, excepted as noted above, in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto, belonging, unto the said Cass Pindell and to his heirs and assigns forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Archie M. Scarlett-- heirs, executors or administrators shall pay or cause to be paid to the said Cass Pindell his heirs, executors, administrators or assigns the sum of Fifteen Hundred and no/100 Dollars Option given to pay on the 26th day of March 1925.

with interest thereon at the rate of 7 per cent per annum, payable annually and until the same is fully paid, according to the tenor and effect of the One promissory note of said

Archie M. Scarlett and Dora Scarlett bearing even date with these presents, then these presents

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to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment by the said parties of the first part, or their heirs, executors or administrators, of the said interest or principal or any part thereof, at the time the same becomes due or a failure on their part to pay the taxes of any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be committed, any waste upon said premises, or shall allow the same to diminish in their value through any act or omission upon their part, then in case of the occurrence of either of said events, the whole principal sum and interest shall become due and payable.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing.

And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings to be applied in payment of the sum above mentioned.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from the date hereof, until the sum be fully paid as aforesaid.

And the said Archie M. Scarlett and Dora Scarlett hereby relinquishes all their right of dower in and to the above described premises.

Signed this Twenty Sixth day of March, A.D. 1920.

Archie M. Scarlett

Dora Scarlett.

STATE OF IOWA Madison County SS: On this 27 day of March A.D., 1920, before me W.W. Walker, a Notary Public in and for said County, personally came Archie M. Scarlett and Dora Scarlett his wife, to me personally known to be the identical persons whose name are affixed to the above instrument as grantor, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, at Macksburg on the day and date last above written.

W.W. Walker
Notary Public

