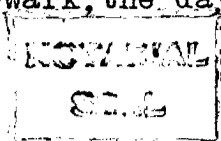


Madison County, Iowa

Book 74

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Newark, the day and year first above written.



Richard H. Thiele  
Notary Public in and for Essex County, New Jersey  
My commission expires January 7-1926.

Samuel A. Montgomery )  
to ) Mtg. Filed for record the 18th day of May A.D. 1922 at 9.55  
Eliza Chittenden ) o'clock A.M.  
Nettie E. Winship, Recorder  
Fee \$.80 # 1204. ✓

KNOW ALL MEN BY THESE PRESENTS: THAT Samuel A. Montgomery (Widower) of Madison County and State of Iowa, in consideration in the sum of Five Hundred and no/100 Dollars in hand paid by Eliza Chittenden of Warren County, and State of Iowa do hereby Sell and Convey unto the said Eliza Chittenden the following described premises situated in the County of Madison and State of Iowa, to-wit:

Lots one (1), two (2) three (3) and four (4) Block two (2) West St. Charles Iowa.

Lots forty-five (45), forty-six (46), forty seven (47), forty eight (48), forty nine (49), fifty (50) and fifty one (51) Block two (2) Hanley, Iowa.

Lots one (1) two (2) and three (3) in block three (3) Hanley, Iowa.

And I hereby covenant with the said Eliza Chittenden that I hold the said premises by title in fee simple, that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatever.

And I covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever.

PROVIDED always, and these presents are upon this express condition, that if the said Samuel A. Montgomery heirs, executors or administrators, shall pay, or cause to be paid to the said Eliza Chittenden executors and administrators or assigns, the sum of Five Hundred and no/100 Dollars, on the third day of May 1923, with interest at 7 per cent per annum, payable annually, according to the tenor and effect of one promissory note payable to Eliza Chittenden bearing date May 3, 1922 then these presents to be be void, otherwise to remain in full force.

AND IT IS HEREBY AGREED that if the said Samuel A. Montgomery allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if he fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in thirty days thereafter; and the Mortgagee his heirs or assigns may proceed at once to foreclose this Mortgage, In case it becomes necessary to commence proceedings to foreclose the same then, the said Samuel A. Montgomery, in addition to the amount of said debt, interest and costs, agrees to pay the Mortgagee herein named, or to pay assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in such foreclosure case.

IT IS ALSO AGREED that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$500.00 and shall deliver the policies and renewal receipts therefor to said second party; and should said first part neglect so to do, said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum, and this Mortgage shall stand as security therefor.

IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements so that this Mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payments of the moneys secured by this Mortgage, and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action therefor, with or without the foreclosure of this Mortgage, said receiver to have the usual powers to take and hold such rents and profits for the benefit of the plaintiff and subject to the order of the Court.

For Release of unrecorded Mortgage see  
Mortgage Record 75 Page 336

Mortgage Record, No. 74,

Signed and delivered this 3rd day of May 1922.

Samuel A. Montgomery

Executed in the presence of

STATE OF IOWA WARREN COUNTY SS: On this 3rd day of May 1922, before me R.A. Shaw a Notary Public in and for said County, personally came Samuel A. Montgomery to me personally known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged execution of the same to be his voluntary act and deed.

WITNESS my hand and Official seal on the date last above written.

R.A. Shaw  
Notary Public.

H. H. Brown