Lawrence A.Pinckney & wife)

Filed for record the 27th day of June A.D.1922 at 2.15 o'clock P.M.

Trustees of Macksburg) Mtg. M.E.Church

Nettie E. Winship, Recorder Pee \$.80 # 1421

KNOW ALL MEN BY THESE PRESENTS: That Lawrence A.Pinckney and May Pinckney of Madison County, State of Iowa, in consideration of One Thousand Seven Hundred Dollars in hand paid by The Trustees of the Macksburg Methodist Episcopal Church of Macksburg, Madison County, State of Iowa do hereby Sell and Convey unto the said The Trustees of the Macksburg Methodist Episcopal Church the following described real estate situated in Madison County, State of Iowa, to-wit:

The West One Half (1/2) of the North East Quarter (1/4) of Section Twelve (12) Township Seventy four (74) North, Range Twenty nine (29) West of the Fifth P.M. of Iowa.

Section -- Township -- North, Range -- West 5th P.M. Containing 80 acres.

And we hereby covenant that we-lawfully seized of said premises; that they are FREE FROM INCUMBRANCE.

That we have good right and lawful authority to sell and convey the same; and do hereby ovenant to WARRANT AND DEFEND the said premises, and appurtenances thereto belonging at ainst the lawful claims of all persons whomsoever.

And the said May Pinckney hereby relinquishes all right of dower in and to the above decribed premises.

Provided, always, that these presents are upon the express condition, that if said Lawrence. Pinckney his heirs, executors, or administrators, shall pay or cause to be paid to the said. The Trustees of the Macksburg Methodist Episcopal Church their executors, administrators for assigns, the sum of \$1700.00 Dollars, as follows, to-wit:

One Thousand Dollars, Payable July 9th, 1926

Los Estantingos domina

Seven Hundred Dollars, Payable July 9th, 1926

With interest on all of said sums at the rate of $5\frac{1}{2}$ per cent per annum, until paid, payable

A sateuge Round __ 42 Page 55

Mortgage Record, No. 74,

annually, according to the tenor and effect of two promissory notes of the said Lawrence A. Pinckney payable to The Trustees of the Macksburg Methodist Episcopal Church, one for \$1000.00 bearing date July 2nd A.D.1921 One for \$700.00 June 5, A.D.1922, then these presents to be void; otherwise to remain in full force.

It is expressly understood that the Mortgagor shall keep all buildings on said premises insured for two-thirds their value in a responsible company for the benefit of the Mortgagee and shall pay all taxes and assessments on said premises before they become delinquent, and failing so to do, the Mortgagee may effect such insurance and pay such taxes and assessments and this Mortgage shall stand as security for said amounts so paid with eight per cent interest thereon.

And it is further agreed that if default shall be made in the payment of said sums of money or any part thereof, principal or interest, for the space of thirty days after the same becomes due and payable, or if the taxes assessed upon the above described real estate shall become delinquent, then the whole indebtedness shall become due, and the said Mortgagee, or his legal representatives or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said notes, together with all interest and costs, the expense of an abstract of title to said premises up-to-date of foreclosure, and all taxes and assessments accrued an said premises, together with a reasonable fee for plaintiff's attorney out of said real estate.

Signed this 5 day of June A.D.1922. In Bresence of:

State of Iowa County of Madison SS: On this 5 day of June A.D.1922, before me Rex M.Wilder a notary public within and for said county, personally appeared Lawrence A.Pinckney & May Pinckney— to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and Official Seal on the Date Last above written.

Rex M. Wilder Notary Public.

Filed for record the 27th day of June A.D.1922

Lawrence A. Pinckney