

Madison County, Iowa

Book 74

Georgeanna Hurlbut et al)
to
Phoenix Mutual Life Ins Co) Mtg.

Filed for record the 29th day of June A.D.1922 at
2.02 o'clock P.M.

Nettie E. Winship, Recorder,
Fee \$1.40 # 1432 ✓

THIS INDENTURE, Made and executed the 1st day of June A.D. Nineteen Hundred and Twenty-two by and between Georgeanna Hurlbut Widow, Earl Hurlbut, son and H.R. Hurlbut, son of St. Charles P.O., in the County of Madison and State of Iowa parties of the first part, and Phoenix Mutual Life Insurance Co. of Hartford of the County of Hartford and State of Connecticut party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four Thousand five hundred and no/100 Dollars, paid by the said party of the second part, the receipt of which is hereby acknowledged, have GRANTED AND SOLD, and do by these presents GRANT, BARGAIN, SELL, CONVEY, AND CONFIRM, unto the said party of the second part their assigns forever, the certain tract or parcel of Real Estate situated in the County of Madison and State of Iowa described as follows, to-wit:

The Southwest Quarter of the Southeast Quarter ($\frac{1}{4}$) of Section One (1) the West Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twelve (12) and commencing at Northeast corner of said Section 12, thence running West 80 rods; South 160 rods; East 18 rods; North 18 rods; East 18 rods; thence Northeast along the line of land deeded to John Summerville to a point 36 rods South of the north line of Southeast Quarter of Northeast Quarter of said Section; thence West to a point 25 rods East of the west line of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said section; thence North 101 $\frac{5}{11}$ rods, thence East 55 rods; thence North 14 $\frac{6}{11}$ rods to place of beginning. Also commencing at Southeast corner of Northwest Quarter of said Section 12; thence North 44 rods more or less to center of Clanton Creek; thence West up said creek 26 $\frac{1}{2}$ rods; thence from the center of the creek south to ^{mile} one-half line; thence East to place of beginning, all in Township Seventy five (75) North, of Range Twenty six (26) West, 5th P.M. Madison County, Iowa, containing 168 $\frac{1}{2}$ acres.

TO HAVE AND TO HOLD The premises above described, with all the appurtenances thereunto belonging, unto the said second party, and to their assigns forever. The said Georgeanna Hurlbut & sons represent to and covenant with the party of the second part that they have

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good right to sell and convey said premises, that they are free from incumbrance. Ex. drainage Tax and that they will warrant and defend said premises against the lawful claims of all persons whomsoever; and the said ---- hereby releast all h-- right of dower in and to said premises, and said parties of the first part relinquish and convey all right of home- stead in said premises.

THIS CONVEYANCE TO BE VOID ON THE FOLLOWING CONDITIONS: That said George-anna Hurlbut, Earl Hurlbut and H.R. Hurlbut, sons shall pay said Phoenix Mutual Life Insurance Company or order, the sum of Four Thousand five hundred & no Dollars, five years from the date hereof, with interest on all of said money from this date until paid, at the rate of six per cent per annum, payable semi-annually, on the first day of December and first day of June each year, principal and interest payable at the office of the said Company at Hartford, Conn. according to the certain promissory note of the said George-anna Hurlbut and sons of even date herewith, and the Ten interest coupons thereto attached; and it is stipulated in said note and in this mortgage that should any of the said interest not be paid when due, it shall bear interest at the rate of eight per cent. per annum from the time, the same becomes due, and this mortgage shall stand as security for the same.

That said George-anna Hurlbut & sons shall pay all taxes and assessments levied upon said Real Estate before the same become delinquent, and in case not so paid, the holder of this mortgage shall have the right to declare the whole sum of money herein secured, due and collectible at once, or they may pay such taxes or assessments and be entitled to interest on the same at the rate of 8 per cent per annum, and this mortgage shall stand as security for such taxes and interest so paid.

IT IS FURTHER STIPULATED AND AGREED, That the said first party shall keep all buildings, fences, or other improvements on said Real Estate in as good repair and condition as the same are at this date.

AND IT IS FURTHER AGREED, By the aid first party, that so long as this mortgage shall remain unpaid, to keep the buildings thereon insured in such responsible company or companies as said second party may designate, for the use and security of said second party, in the sum not less than One Thousand & no/100 Dollars, (the policy or policies to be so drawn that the loss, if any, shall be payable to the party of the second part,) and shall deliver the policies or renewal receipts therefor to said second party; and if said first party fail to effect such insurance in manner as agreed, then the second party may effect such insurance, and the amount paid for such purposes by the second party shall be recovered from said first party, with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

AND IT IS FURTHER STIPULATED AND AGREED, That in case of non-payment of said money either principal or interest, or any part thereof, when the same becomes due, or if any statement or representation herein made shall become untrue, or in case of a failure to perform or comply with any of the foregoing conditions or agreements, then the whole sum of money herein secured shall become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs.

AND IT IS FURTHER EXPRESSLY AGREED, That in the event of any failure to pay said sums of money or any part thereof, or the interest thereon, when due and payable, said second party shall be, and is hereby authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard said second party in the collection of said sums by foreclosure or otherwise.

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AND IT IS FURTHER AGREED, That in the event of the commencement of an action for the foreclosure of this mortgage upon any default being made, that Ninety and no/100 Dollars attorneys fees shall become due from the first party to the second party, and shall be paid in the event of a settlement before a decree of foreclosure shall be obtained; and if decree of foreclosure shall be entered, then legal attorney's fees shall be taxed by the Court, and included in said decree, and shall be made by the Sheriff on general or special execution.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

WITNESS:
H.A. Mueller

Georgeanna Hurlbut
Earl Hurlbut
H.R. Hurlbut

STATE OF IOWA County of Madison SS: BE IT REMEMBERED, That on this 16th day of June A.D., Nineteen hundred and Twenty two before me a Notary Public in and for the County and State aforesaid, came George-Anna Hurlbut, Earl Hurlbut, son and H.R. Hurlbut, son, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at St. Charles, Iowa, the day and year last above written.

H.A. Mueller,
Notary Public in and for Madison Co, Iowa.

