

the voluntary act and deed of said Corporation, by him voluntarily executed.

**NOTARIAL SEAL**

E.M. Wright  
Notary Public

Charles W. McCauley, unmarried)  
to Mtg.  
Aetna Life Insurance Co )

Filed for record the 5th day of July A.D. 1922 at  
4.02 o'clock P.M.

Nettie E. Winship, Recorder  
Fee \$1.50 # 1466 ✓

THIS INDENTURE, Made the First day of July In the year of our Lord one thousand nine hundred and twenty two, between Charles W. McCauley, unmarried of the County of Madison and State of Iowa, party of the first part, and the AETNA LIFE INSURANCE COMPANY, of Hartford Connecticut, party of the second part,

WITNESSETH: That whereas, the said Charles W. McCauley is justly indebted to said AETNA LIFE INSURANCE COMPANY for money borrowed in the sum of Twenty Thousand (20000) Dollars to secure the payment of which he has executed his promissory note of even date herewith, for the sum of Twenty Thousand (20,000) Dollars payable on the first day of July A.D. 1927, being principle note which sum bears interest at the rate of six per cent per annum, payable annually, which interest is secured by five interest notes of even date herewith for Twelve Hundred (1200) Dollars each, made by the said Charles W. McCauley and due on the first day of July of 1923, 1924, 1925, 1926, 1927, respectively, Each of said principal and interest notes likewise bearing interest after maturity, at the rate of eight per cent per annum, payable annually, said principal and interest notes being payable to the order of the AETNA LIFE INSURANCE COMPANY, at its office in the City of Hartford, State of Connecticut.

NOW THEREFORE THIS INDENTURE WITNESSETH, That the said party of the first part, for the better securing the payment of the money aforesaid, with interest thereon, according to the tenor and effect of the promissory notes above mentioned, and also in consideration of the

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further sum of one dollar to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, give, grant, bargain, sell, convey and confirm unto the said party of the second part, their legal representatives and assigns forever, all the following described lands and premises, situate and being in the County of Madison and State of Iowa to wit:

Beginning at a point Eighty (80) Rods North of the South West corner of the North West Fractional Quarter ( $\frac{1}{4}$ ) of Section Six (6), running thence North on Section line to the North West corner of said Section; thence East on Section line to the North East corner of said Quarter Section; thence South on quarter section line to a point One Hundred Twenty (120) Rods North of the center of said Section; thence West Fifty (50) Rods; thence South Eighteen and one-sixth ( $18 \frac{1}{6}$ ) Rods; thence West Fifty five (55) Rods; thence South Twenty one and Five sixth ( $21 \frac{5}{6}$ ) Rods; thence West Forty one (41) Rods to the place of beginning; Also beginning at a point Forty (40) Rods South of the North East corner of said quarter section, running thence South Forty (40) Rods; thence West Twenty (20) Rods; thence South Two (2) Rods; thence West Twenty seven (27) Rods; thence North Forty two (42) Rods; thence East Forty seven (47) Rods to the place of beginning; Also beginning at a point Forty one (41) Rods East and Fifty-eight and 10-55 ( $56 \frac{10}{55}$ ) Rods North of the South West corner of said Quarter Section; running thence East about Fifty five (55) Rods to the line of George Smith; thence North Forty-three and 35-100 ( $43.35$ ) Rods; thence West about Fifty five (55) Rods; thence South Forty-three and 35-100 ( $43.35$ ) Rods by Bevington's line, to the place of beginning; Also beginning Eighty (80) Rods South of the North East corner of said Quarter Section, running thence West Twenty (20) Rods; thence South Eight (8) Rods; thence East Twenty (20) Rods; thence North Eight (8) Rods to the place of beginning; also beginning Twenty (20) Rods West of the South East corner of said Quarter Section, running North Thirty (30) Rods; thence West Twenty seven (27) Rods; thence South Thirty (30) Rods; thence East Twenty seven (27) Rods to the place of beginning; Also beginning at a point Eighty two (82) Rods South and Twenty (20) Rods West of the North East corner of said Quarter Section; thence West Twenty-seven (27) Rods; thence South Seventeen Rods and Eleven (11) Feet; thence East Twenty seven (27) Rods; thence North Seventeen Rods and Eleven (11) Feet to the place of beginning. Also beginning at a point Twenty (20) Rods West and Thirty (30) Rods North of the South East corner of said Quarter Section; thence West Twenty seven (27) Rods; thence North Thirty (30) Rods; thence East Twenty seven (27) Rods; thence South Thirty (30) Rods, to the place of beginning; Also commencing at the South East corner of said Quarter Section, running thence West Twenty (20) Rods; thence North Seventy two (72) Rods; thence East Twenty (20) Rods; thence South Seventy two (72) Rods to the place of beginning; also the West Half ( $\frac{1}{2}$ ) of the South East Quarter ( $\frac{1}{4}$ ); and the South West Fractional Quarter ( $\frac{1}{4}$ ), all in Section Six (6), Township Seventy six (76), Range Twenty nine (29), West of the Fifth Principal Meridian, containing Three Hundred Thirty (330) acres, more or less, according to Government Survey.

TO HAVE AND TO HOLD the above granted premises, with all the privileges and appurtenances thereunto belonging, unto the said AETNA LIFE INSURANCE COMPANY, their legal representatives and assigns forever.

And the said party of the first part, for himself, his heirs, executors and administrators, covenant with the said AETNA LIFE INSURANCE COMPANY that he is well seized of said premises in fee simple, and that has good right and full power to grant, bargain, and sell the same in the manner and form aforesaid; That the same are free from all incumbrances; and that he will, and his heirs, executors and administrators, shall forever warrant and defend the same against the lawful claims of all persons.

Provided, nevertheless, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, or administrators shall well and truly pay, or cause to be paid, to the party of the second part, their legal representatives or assigns, the

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aforesaid sum of money with the interest thereon, at the time and in the manner specified in the above mentioned promissory notes, according to the true intent and meaning thereof, then this indenture, and everything herein expressed, shall be absolutely null and void.

But it is further provided and agreed, by and between the parties hereof, that if default shall be made in the payment of either of said notes, or the interest thereon or any part thereof, on the day or days respectively, whereon the same shall become due and payable, or if the taxes assessed on the above-described premises shall remain unpaid for the space of three months after they become due; or if any tax or assessment shall be made upon said loan, or upon said AETNA LIFE INSURANCE COMPANY on account of said loan, or upon the legal holder of said notes by the State of Iowa, or by the County or any local municipal authority wherein the land is situated, then in such case the whole of said principal and interest secured to be paid by said promissory notes in this mortgage mentioned, shall thereupon at the option of the party of the second part hereto, or their assigns, become immediately due and payable, (anything herein or in said promissory notes to the contrary notwithstanding) and the said party of the second part, their legal representatives or assigns may proceed by foreclosure, or any other lawful mode, to collect the amount of said notes; and in the event of a foreclosure of this mortgage for any sums secured by it by the second party, their legal representatives or assigns, the decree of foreclosure shall include all sums unpaid on any and all of said notes, with interest accrued to date of decree, and all costs of foreclosure, and all taxes and assessments on the mortgaged property or on the loan which may have been paid by the party of the second part, their legal representatives or assigns, with interest thereon at the rate of eight per cent, per annum, including the cost of an extension of the abstract of title to above described premises and the party of the first part expressly promises and agrees that in the event the party of the second part, their legal representatives or assigns, shall commence any foreclosure proceeding under any of the conditions of this mortgage, he will, in case a settlement shall be made before decree, pay the costs and a reasonable sum to the party of the second part for attorney's fees, including the cost of an extension of the abstract of title to above-described premises, and if a decree of foreclosure shall be entered, the court shall ascertain the amount of a reasonable fee for the plaintiff's attorney, which amount shall be included in the judgment and decree of foreclosure to be entered.

And the said Charles W. McCauley party of the first part, hereby agree not to take any stay of execution upon any judgment rendered upon this mortgage, and hereby waive fully any right to such stay, and also any right of appraisement and right of redemption under execution upon any judgment rendered by virtue of this mortgage, and do hereby expressly waive, release, and relinquish unto the said party of the second part, their legal representatives or assigns all right, title, claim, interest, and benefit whatever in and to the above described premises, and each and every part thereof, which is given by or results from all laws of the State of Iowa, pertaining to the exemption of Homesteads.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set his hand and seal on day and year first above written.

Charles W. McCauley (Seal)

STATE OF IOWA COUNTY OF MADISON SS: BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for said County, personally came Charles W. McCauley, unmarried, to me personally known to be the identical person whose name is subscribed to the foregoing Deed as grantor, and acknowledged the execution of said instrument to be his voluntary act and deed, and that he executed the same for the purposes therein mentioned.

Witness my hand and seal, this 5th day of July A.D. 1922.

Will H. Henry  
Notary Public within and for said County.