

Madison County, Iowa

State of Iowa, Polk County SS:

Book 74

On this 1st day of June, A.D. 1922 before me personally appeared Joseph T. Fellows, as Executor, afore

County Judge

Lon E. Smith and wife)
to
Willard Loehr) Mortgage,

Filed for record this 25th day of July A.D. 1922 at 3.15
o'clock P.M. Nettie E. Winship Recorder
#1537 Fee \$.80 ✓

THIS INDENTURE, Made the 26th day of June A.D. nineteen hundred twenty two between Lon E. Smith and Jennie M. Smith, husband and wife of Madison County, and State of Iowa -- of the first part, and Willard Loehr of Madison County, and State of Iowa --- of the second part, WITNESSETH: That the said parties of the first part, for the consideration of Five thousand seven hundred forty and no/100 dollars, the receipt whereof is hereby acknowledged does by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part his heirs and assigns, forever, the following described Real Estate, lying and being situated in the County of Madison and State of Iowa, to-wit: The North Half (1/2) of the North East Quarter (1/4) of Section Twenty (20) in Township Seventy-four (74) North Range Twenty-eight (28) West of the Fifth P.M. TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, including homestead, unto the said second party and his heirs and assigns forever, The said part-- of the first part hereby covenanting that the above described premises are free from any incumbrance, and they will warrant and defend the title unto the said party of the second part, --- heirs and assigns, against all persons whomsoever lawfully claiming the same. Provided always, and these presents are upon this express condition, that the said Lon E. Smith and Jennie M. Smith husband and wife, their heirs, executors or administrators, shall pay or cause to be paid to the said Willard Loehr, his executors and administrators, or assigns, the sum of Five thousand seven hundred Forty Dollars, on the 1st day of July 1927. with interest thereon at six per cent per annum payable annually according to the tenor and effect of the Coupon Promissory Note of the said Lon E. Smith and Jennie M. Smith payable to Willard Loehr bearing date July 1st, 1922 then these presents to be void, otherwise to remain in full force, AND IT IS EXPRESSLY AGREED, That said Mortgagor shall, while any part of his debt remains unpaid, neither permit or commit any waste on said premises; shall pay all taxes on said premises when due; and shall keep the buildings thereon insured in a responsible company, up to \$----- payable in case of loss to the holder of this Mortgage as his interest may appear. AND IT IS FURTHER AGREED, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described Real Estate shall remain unpaid for the space of one month after the same are due and payable, or if said Mortgagor shall fail to keep the buildings on said premises insured up to \$2000.00 payable in case of loss to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, the said party of the second part, his heirs or assigns, may proceed by foreclosure or in any other lawful mode, to make the amount of said note, together with all interest and costs, and all taxes and assessments accrued on said Real Estate, together with a reasonable

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 17th day of August 1927

Willard Loehr, Witnessed by Nettie E. Winship, Recorder

Mortgage Record, No. 74,

fee for the plaintiff's attorney, out of the aforesaid Real Estate. AND IT IS ALSO AGREED, That if the Mortgagor neglect to pay the taxes, or to effect insurance, the holder hereof may pay said taxes or effect said insurance, adding the amount so paid to the sum next falling due with interest thereon at 6% per cent until repaid. And on neglect of the Mortgagor to comply with any of the above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fee and receiver's costs and expenses, and may discharge the usual duties of receiver. And Jennie M. Smith wife of the said Lon E. Smith hereby relinquishes her right of dower in the Real Estate herein mentioned, subject to the above reservations ^{and observations} IN TESTIMONY WHEREOF, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Lon E. Smith (L.S.)
Jennie M. Smith (L.S.)

State of Iowa Union County, SS. On this 26th day of June A.D. 1922, before me J.A. Beecher, a Notary Public in and for said County, personally appeared Lon E. Smith and Jennie M. Smith, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as Mortgagors and acknowledged that they executed the same as their voluntary act and deed. MADE under my hand and seal of office the day and year last above written.

J.A. Beecher
Notary Public in and for said County.

NOTARIAL
SEAL

Harry W. Hill

Jessie E. Clarke
Notary Public in and for said County.

NOTARIAL
SEAL