

Madison County, Iowa

Book 74

Ira E. Brown & wife)
to Mtg.
John F. Handley)

Filed for record the 1st day of September A.D. 1922 at
10.10 o'clock A.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 1692 ✓

THIS INDENTURE, Made the 20th day of July A.D. Nineteen Hundred and Twenty Two between Ira E. Brown and Margaret M. Brown husband and wife, of Madison County, and State of Iowa, party of the first part and John F. Handley of Madison County, and State of Iowa, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of Five Hundred Fifty and No/100 Dollars receipt whereof is hereby acknowledged, do hereby sell and convey unto the said party of the second part, successors and assigns, forever the following described real estate, situated in the County of Madison and State of Iowa, to-wit:

One (1) acre in the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section Thirty (30) in Township Seventy Four (74) North, Range Twenty Eight (28) West of the 5th P.M., described as follows; Commencing at a point where the south line of said forty (40) acre tract intersects the west line of the Public Highway on the east side of said forty (40) acre tract, thence west eleven and one-half ($11\frac{1}{2}$) rods, thence north fourteen (14) rods, thence east eleven and one-half ($11\frac{1}{2}$) rods, to the west line of said Highway, thence south to the place of beginning.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said party of the second part, and to successors and assigns forever. The said party of the first part hereby covenants that the above described premises are free and clear of all liens and incumbrances, and we will warrant and defend the title unto the said party of the second part, successors and assigns against the lawful claims of all persons whomsoever, and the said Margaret M. Brown hereby relinquishes her right of dower in the real estate herein mentioned.

This indenture is executed and delivered upon the following conditions:

That said first party shall pay to said John F. Handley or assigns Fifty Dollars, on the 15th day of September 1923,

One Hundred Fifty Dollars, on the 15th day of September, 1924,

One Hundred Fifty Dollars, on the 15th day of September, 1925

One Hundred Fifty Dollars, on the 15th day of September, 1926

Fifty----- Dollars, on the 15th day of September, 1927

with interest thereon at six per cent per annum, payable semi-annually, and eight per cent per annum, payable semi-annually on principal and interest after due, according to the tenor and effect of the 5 principal notes of the said Ira E. Brown and Margaret M. Brown payable to said John F. Handley and bearing even date herewith:

That said first party shall pay all taxes, and assessments, both general and special, levied upon said real estate, before the same becomes delinquent, and if not so paid, said second party, or assigns, may pay such taxes or assessments;

That the said first party shall keep the buildings on said property insured in some insurance company satisfactory to said second party, in the sum of Six Hundred Dollars, with the loss, if any, payable to second party, successors or assigns, as his interest may appear,

This is a true and correct copy of the original as filed for record in the office of the Recorder of Madison County, Iowa, on the 1st day of September, 1922, at 10.10 o'clock A.M. Witness my hand and the seal of said County, this 1st day of September, 1922.
 Notarized by Gladys B. De Vault, Recorder, by Paul De Vault, Deputy

Mortgage Record, No. 74,

FIDLER & CHAMBERS, DAVENPORT, IOWA.

and shall deliver all policies of insurance and renewal receipts to the said second party, and upon failure to do so said second party, or assigns, may maintain such insurance at the expense of said party of the first part.

That said first party shall not do any act whereby the value of said mortgaged premises shall be impaired beyond natural wear and tear from ordinary use:

That all money paid by second party or assigns for taxes, assessments and insurance shall bear eight per cent interest payable semi-annually and shall become a lien on said real estate under this mortgage;

That if said first party fails to pay said interest within twenty days after it becomes due, or to comply with any one of the covenants and agreements hereof, then the whole debt secured hereby shall become due and collectible at once, at the option of the holder hereof;

That if suit is commenced to foreclose this mortgage, all costs and expenses in connection therewith, including a reasonable Attorney's fee, and cost of abstract, shall be included in the judgment in said proceeding, and it is further agreed that upon the commencement of such proceedings the holder hereof shall be entitled to the immediate possession of said premises and of rents and income therefrom, either through a Receiver or otherwise, the net sum received through said Receivership, or possession, to be applied upon the debt secured hereby.

Upon compliance with the foregoing agreements, this obligation shall be void, otherwise, to remain in full force.

In testimony whereof, the said parties of the first part have hereunto set their hand the day and year first above written.

Ira E. Brown
Margaret M. Brown

STATE OF IOWA County of Union SS: On the 22nd day of Aug, A.D. 1922 before me personally appeared Ira E. Brown and Margaret M. Brown husband and wife to me known to be the persons named in, and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

M. G. Bacon
Notary Public in and for said County.