

Madison County, Iowa

Book 74

Ed F. Shea & wife)
to)
P.H. Hannan & wife)

Mtg.

Filed for record the 13th day of Sept, 1922 at 9.42
o'clock A.M.

Nettie E. Winship, Recorder,
Fee \$.80 # 1766.✓

KNOW ALL MEN BY THESE PRESENTS THAT Ed. F. Shea & Wife Mary A. Shea of the County of Union and State of Iowa in consideration of the sum of \$500.00 Dollars in hand paid, do hereby SELL AND CONVEY unto P.H. Hannan & Wife Katherine Gertrude Hannan of the County of Union and State of Iowa the following described premises, situated in the county of Madison and State of Iowa to-wit:

S.W. quarter of the S.E. $\frac{1}{4}$ of Section 22 and the N.W. $\frac{1}{4}$ of the ^{N.E. $\frac{1}{4}$ of} section 27 all in township 74, north range 28, west of 5th P.M. containing 80 acres more or less according to the Government survey

The intention being to convey hereby an absolute title, in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, unto the said P.H. Hannan & Wife, Katherine Gertrude Hannan, and to their heirs and assigns, forever,

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Ed F. Shea & Wife heirs, executors or administrators shall pay or cause to be paid to the said P.H. Hannan & Wife, Katherine Gertrude Hannan heirs executors, administrators or assigns the sum of \$500.00 Five Hundred Dollars, on the 1st day of August, 1924 with interest thereon at the rate of 7% per cent per annum, payable annually Annually and until the said is fully paid, according to the tenor and effect of the a promissory note of said Ed F. Shea & Wife, Mary A. Shea, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payemnt by the said party of the first part, or their heirs, executors, or administrators, of the said interest or principal or any part thereof, at the time the same becomes due or a failure on their part to pay the taxes of any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be committed, any waste upon said premises, or shall allow the same to diminish in value through any act or omission upon their part, then in case of the occurrence of either of said event, the whole principal sum and interest shall become due and payable.

And it is further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing.

And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings, to be applied in payment of the sum above mentioned.

The said party of the first part also agrees to pay all taxes or assessments that shall be

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taxed or assessed on said premises from the date hereof, until the sum shall be fully paid as aforesaid.

And the said Ed F. Shea & Wife, Mary A. Shea hereby relinquishes all their right of dower in and to the above described premises.

Signed this----- day of -- A.D. 1922--

Ed F. Shea
Mary A. Shea.

State of Iowa Union County SS: On this 10th day of August A.D. 1922, before me E. L. Carroll, a Notary Public in and for said County, personally came Ed F. Shea & Mary A. Shea to me personally known 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Creston, Ia on the day and date last above written.

NOTARIAL
SEAL

E. L. Carroll
Notary Public