

Madison County, Iowa

Book 74

Emma F. Jones and John F. Jones)

to

Fred Franck

Mortgage. at 8.10 o'clock A.M.

)

Filed for Record this 28th day of September A.D. 1922

Nettie E. Winship Recorder

#1845 Fee \$.80 ✓

This Indenture, made this 26 day of Sept. A.D. one thousand nine hundred Twenty-two between Emma F. Jones and John F. Jones of Madison County, and State of Iowa of the first part and Fred Franck of Clarke County, and State of Iowa, of the second part, WITNESSETH: That the said parties of the first part for the consideration of the sum of Four Thousand Dollars the receipt whereof is hereby acknowledged do by these presents, 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, State of Iowa, to-wit:

The West Half ($\frac{1}{2}$) of the South West Quarter ($W\frac{1}{2} SW\frac{1}{4}$) of Section Twenty-eight (28); the East half of the Southeast Quarter ($E\frac{1}{2} SE\frac{1}{4}$) of Section Twenty-nine (29) and the North half of the North half of the North West Quarter of the North West Quarter ($N\frac{1}{2} N\frac{1}{2} NW\frac{1}{4} NW\frac{1}{4}$) of Section Thirty-three (33) all in Township Seventy-four (74) Range Twenty-six (26) West of the fifth (5th) P.M. Iowa. This mortgage is made subject to a first mortgage of Thirteen Thousand Dollars Due October 1st, 1962 favor Lincoln Joint Stock Land Bank of Lincoln Neb.

To have and to hold the premises above described with all the appurtenances thereunto belonging unto the said second part and to his heirs and assigns forever, The said parties of the first part hereby covenanting that the above described premises are free from all incumbrance except as above and they will warrant and defend the title unto the said part--of the second part his heirs and assigns, against all persons whomsoever lawfully claiming the same, PROVIDED always and these presents are upon these express conditions, that if the said Emma F. Jones and John F. Jones heirs, executors or administrators, shall pay or cause to be paid to the said -----executors, administrators or assigns, the sum of Four Thousand Dollars on the first day of October, 1927 with interest thereon from October 1-1922, according to the tenor and effect of the One promissory note of the said Emma F. Jones payable to Fred Franck bearing even date herewith then these presents to be void, otherwise to remain in full force. 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 taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same are delinquent, which taxes may be paid by the said party of the second part, then the whole indebtedness shall become due, and the said part--of the second part his heirs and 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 or paid by said part of the

For Release of annexed Mortgage see
Mortgage Record 82 Page 323

Mortgage Record, No. 74,

second part on said real estate, together with interest at the rate of eight per cent per annum on all taxes and assessments so paid by the second part-- of the second part, together with statutory attorney's fees for plaintiff's attorney, out of the aforesaid real estate. And the grantors herein hereby relinquish all their rights of dower and all their rights under the Homestead laws of Iowa in and to the real estate herein mentioned, subject to the above reservations and conditions. In Testimony Whereof the said parties of the first part have hereunto set their hands and seal-the day and year above written.

Emma F. Jones (L.S.)

John F. Jones (L.S.)

State of Iowa, County of Madison SS. On this-26- day of September A.D. 1922 before me personally appeared Emma F. Jones and John F. Jones to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed.

M.S. Greger

Notary Public in and for said County.

Filed for record the 2nd day of October A.D. 1922 at