

Madison County, Iowa

Book 74

C.R.Asay & wife)
to Mtg.
Wm.Roberts)

Filed for record the 4" day of February A.D.1922 at 10 o'clock
A.M.

Nettie E.Winship,Recorder
Winifred Whedon,Deputy
Fee \$.80 # 191 ✓

KNOW ALL MEN BY THESE PRESENTS: That A.R.Asay and Avis Asay (his wife) of Dallas County, and State of Iowa in consideration of the sum of Six Thousand Dollars,in hand paid by Wm. Roberts of Dallas County,and State of Iowa do hereby Sell and Convey unto the said Wm.Roberts the following described premises,situated in the County of Madison and State of Iowa to-wit:
The North East Quarter ($\frac{1}{4}$) of Section Eleven (11) and the West Half ($\frac{1}{2}$) of the North West Quarter ($\frac{1}{4}$) of Section Twelve (12) Township Seventy Five (75) North of Range Twenty Eight (28) West 5th P.M.,all in Madison County,State of Iowa,

Subject to a mortgage of Twenty Thousand Dollars and a mortgage of Four Thousand Dollars, given to L.Lowe,on the above descirbed property.

And we hereby covenant with said Wm.Roberts that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever; and we covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever;and the said Avis Asay hereby relinquishes her right of dower in and to the above described premises.

PROVIDED ALWAYS,and these presents are upon this express condition,that if the said C.R.Asay and Avis Asay,their heirs,executors or administrators shall pay or cause to be paid to the said Wm.Roberts his executors and adminstrators or assigns,the sum of Six Thousand Dollars,on the 30th day of July 1922 with interest thereon according to the tenor and effect of the one promissory note of the said C.R.Asay and Avis Asay payable to Wm.Roberts bearing date Jan,30th,1922 then these presents to be void,otherwise to remain in full force.

And it is hereby agreed,that the said C.R.Asay and Avis Asay shall keep the buildings on said property insured in a good and reliable company,to be selected by said mortgagee.in the sum of Twenty Five Hundred Dollars.

And it is hereby further agreed,that if the said C.R.Asay and Avis Asay allows the taxes to become delinquent upon said property,or permits the same or any part thereof,to be sold for taxes,or if they fail to pay the interest on said note promptly as the same becomes due,~~the~~ the note secured hereby shall become due and payable in 30 days thereafter; and the mortgagee, his heirs or assigns,may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same then the said C.R.Asay and Avis Asay in addition to the amount of said debt,interest and costs,agree to pay to the mortgagee herein named,or to any assignee of the mortgagee herein,a reasonable attorney's fee for the judgment in collecting the same,which fee shall be included in such foreclosure case.

Signed and delivered this 30th day of January 1922.

C.R.Asay
Avis Asay

State of Iowa Dallas County SS: On this 30th day of January A.D.,1922 before me L.Verne Russell a Notary Public within and for said County,personally came C.R.Asay and Avis Asay (his wife) personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and severally acknowledged the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony Whereof,I have hereunto subscribed my name and affixed my official seal at Adel,Iowa,on the date last above written.

L.Verne Russell
Notary Public Dallas County,Iowa.

This mortgage having been paid in full, I hereby release and discharge the same of record, this 21st day of May 1923. Witnessed by Olive M. Harrison Recorder.