

Madison County, Iowa

BOOK 74

W. T. Davis and wife)
to)Mortgage
Ralph D. Minard)

Filed for record the 12th day of December A.D. 1922
at 10.12 o'clock A. M. Nettie E. Winship Recorder
#2226 Fee \$.80 ✓

This indenture, made this 6th day of December A. D. 1922, between W. T. Davis and Alice Davis, his wife, of Madison County, and State of Iowa of the first part and Ralph D. Minard of Madison 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 Eight Hundred Dollars (\$800.00) the receipt wherof 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 East Twenty (20) feet of Lot Twenty (20) and the West Fifty-six (56) feet of Lot Twenty-one (21) in Block Eight (8) in the Original Town of Truro, (formerly Ego), Iowa.

Option to pay all or any part of principal at any interest paying day.

To have and to hold the premises above described with all the appurtenances thereunto belonging unto the said second party and to his heirs and assigns forever. The said parties of the first part hereby covenanting that above described premises are free from all incumbrance, and they will warrant and defend the title unto the said party 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 W. T. Davis heirs, executors or administrators, shall pay or caused to be paid to the said Ralph D. Minard, executors, administrators assigns, the sum of One Hundred-Fifty dollars (150.00) on the 1st day of September 1923, Six Hundred-fifty dollars (650.00) on the 6th day of December, 1925, with the interest thereon at the rate of 8% per annum, Payable semi-annually according to the tenor and effect of the two promissory notes of the said W. T. Davis payable to Ralph D. Minard 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 the 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 three months after the same are delinquent, which taxes may be paid by the said part of the second part, then the whole indebtedness shall become due, and the said party of the second part his heirs and assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said notes together with all interest and costs, and all taxes and assessments accrued or paid by the said party of the second part on said real estate, together with interest at the rate of 8% per annum on all taxes and assessments so paid by the second party of the second part, together with statutory attorney's fees for the 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.

hand

In Testimony Whereof the said parties of the first part have hereunto set their seal the day and year above written.

W. T. Davis (L.S.)
Mrs. Alice Davis. (L.S.)

Mortgage Record, No. 74,

FILED IN CHAMBERLAIN DAVENPORT, IOWA

State of Iowa)
County of Madison) ss

On this 6th day of December A. D. 1922 before me personally appeared W. T. Davis and Alice Davis, his wife 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, Madison County, Iowa.

1-502

