

## Mortgage Record, No. 74,

J.A. Polke )  
to Mtg.  
Simon Snyder )

Filed for record the 1 day of March A.D. 1922 at 2.42 o'clock  
P.M.

Nettie E. Winship, Recorder  
Fee \$.80 # 389 ✓

KNOW ALL MEN BY THESE PRESENTS: That J.A. Polke ( single ) of Madison County and State of Iowa, in consideration of the sum of Two Thousand and No/100 Dollars, in hand paid by Simon Snyder of Madison County, and State of Iowa do hereby sell and convey unto the said Simon Snyder the following described premises situated in the County of Madison and State of Iowa, to-wit:

All that part of the fractional southwest quarter of the south west quarter of section eighteen in township seventy seven, north, of range twenty seven west of the 5th P.M. Iowa, which lies east of the following described line. Commencing at a point on the south line of said fractional forty acre tract forty six rods and eight feet east of the southwest corner thereof and running thence in a straight line north to a point eighteen and one half rods south of a point on said line forty six rods and fifteen feet east of the northwest corner of the said fractional forty acre tract, thence east thirteen rods, thence north parallel with the said north and south line eighteen and one half rods to the north line of the said fractional forty acre tract.

And we hereby covenant with the said Simon Snyder 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 encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said-- hereby relinquish 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 J.A. Polke his heirs, executors or administrators shall pay or cause to be paid to the said Simon Snyder executors and administrators or assigns, the sum of Two Thousand & No/100 Dollars, on the 1st day of March, 1926.

Optional payments of \$500.00 or multiple on any interest paying day, with interest thereon at 5½ % annual according to the tenor and effect of the one promissory note of the said J.A. Polke payable to Simon Snyder bearing even date then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said J.A. Polke shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said J.A. Polke shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$--, and shall deliver the policies and renewal receipt therefor to said mortgagee, and if the said J.A. Polke fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from --- with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

That if the said J.A. Polke allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if he fail to pay the interest on said note promptly as the same becomes due 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 J.A. Polke in addition to the amount of said debt, interest and costs, agree to pay the mortgagee herein named, or to any assignee of the mortgagee herein,

## Madison County, Iowa

Book 74

a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 28 day of February 1922.

J.A. Polke

State of Iowa, Dallas County, SS: On this 28 day of February A.D. 1922, before me Frank L. Hoch a Notary Public within and for said county personally came J.A. Polke, (single) personally to me known to be the identical person whose name is affixed to the above instrument as grantor, and severally acknowledged the same to be his voluntary act and deed.

Witness my hand and official seal on the date last above written.

Frank L. Hoch

Notary Public, Dallas County, Iowa.

~~P. H. Deak~~ ~~Release~~ ~~Filed for record the 2nd day of March A.D. 1922 at 10:00~~