

Mortgage Record, No. 74,

STOLAR & CHAMBERS, DAVENPORT, IOWA.

and the East

Notary Public in and for Iowa

John Crowder & Mary Crowder)
to Mtg.
Scott Shifflett)

Filed for record the 6th day of March A.D. 1922 at
1.30 o'clock P.M.

Nettie E. Winship, Recorder
Fee \$.80 # 498 ✓

KNOW ALL MEN BY THESE PRESENTS: That John Crowder (unMarried) and Mary Crowder (unmarried) of the County of Madison and State of Iowa, parties of the first part in consideration of One hundred fifty & no/100 Dollars, the receipt whereof is hereby acknowledged in hand paid by Scott Shifflett of the County of Madison and State of Iowa, party of the second part, do by these presents, Grant, 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 and State of Iowa, to-wit:

The East Half (E¹/₂) of the West Ninety one (W. 91) feet of Lots Nine (9) and Ten (10), Block Five (5) of the Original Town of Earlham.

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 covenants that the above described premises are free and from any incumbrances except as above stated and that 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 this express condition, that if the said John Crowder and Mary Crowder their heirs, executors, administrators or assigns, shall pay the said Scott Shifflett his heirs, executors, administrators, or assigns the sum of Twenty five Dollars on the 1st day of May, 1922

Twenty five Dollars, on the 1st day of July, 1922

Twenty five Dollars, on the 1st day of September, 1922

Twenty five Dollars, on the 1st day of November, 1922

Twenty five Dollars, on the 1st day of January, 1923

Twenty five Dollars, on the 1st day of March, 1923.

with interest thereon payable semi-annually at the rate of eight per cent per annum according to the tenor and effect of the six promissory notes of said John Crowder and Mary Crowder payable to said Scott Shifflett or order and bearing date March 3rd, 1922, then these presents to be void, otherwise to remain in full force.

The grantors herein further agree to keep the buildings on said foregoing described premises insured against fire and lightning and windstorms, tornadoes, and cyclones to the amount of at least Two hundred Dollars in some company satisfactory to the grantee herein, his executors, administrators, or assigns, and payable in case of loss to such grantee, his executors, administrators or assigns, as his or their interest may appear; the grantors

74 610

Madison County, Iowa

BOOK 74

also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof shall become delinquent. In default of the grantors to provide such insurance or to pay such taxes or assessments when due then the grantee herein, his executors, administrators or assigns may procure such insurance, or may pay such taxes or assessments or either and shall receive 8 per cent interest payable semi-annually, on all such payment from the date thereof and this mortgage shall stand as security for all such payments for insurance, taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to provide such insurance or to pay such taxes or assessments or any interest thereon or to pay any part of said principal debt secured hereby or any part of the interest all sums secured hereby immediately due and payable and may proceed by foreclosure or in any other lawful mode thereon, when due, the grantee, his executors, administrators, or assigns may declare such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney. All unpaid interest shall bear 8 per cent interest per annum, payable semi-annually from the time when due.

And said -- hereby relinquishes right of ~~of~~ dower in the foregoing described real estate subject to the above reservations and conditions.

Signed by the parties of the first part,
this 3rd day of March A.D. 1922.

John Crowder
Mary Crowder

State of Iowa, Madison County SS: On this 3rd day of March A.D. 1922, before me H.W. Hale a Notary Public in and for said county, personally appeared John Crowder and Mary Crowder to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as grantor- and acknowledged that they executed the same as their voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

H.W. Hale
Notary Public in and for said County.