

Mortgage Record, No. 74,

FIDLER & CHAMBERS, DAVENPORT, IOWA.

above written.

Will H. Henry  
Notary Public within and for said County.

( Wm. A. Kirkland and wife )  
to Mortgage. )  
A.P. Stewart )  
Filed for Record the 13th day of January A.D. 1922  
at 1.06 o'clock P.M.  
Nettie E. Winship Recorder  
#69 Fee \$.80

KNOW ALL MEN BY THESE PRESENTS, That Wm. A. Kirkland & Lula Kirkland ( his wife ) of the County of Madison and State of Iowa in consideration of the sum of Nine Hundred & no/100 Dollars in hand paid, do hereby SELL AND CONVEY unto A.P. Stewart of the County of Madison and State of Iowa the following described premises, situated in the County of Madison and State of Iowa to-wit: The East one Half (E $\frac{1}{2}$ ) of the South East Quarter of the North East Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) Section Twenty Two (22) Twp, Seventy Four (74) Range Twenty Nine (29) West of the 5th P.M. Iowa. The intention being to convey an absolute title, in fee simple, including all right of homestead, to have and to hold the premises above described, with all the appurtenances thereto, belonging, unto the said Wm. A. Kirkland and to his heirs and assigns, forever. PROVIDED ALWAYS, and these presents, are upon the express condition, that if the said Wm. A. Kirkland his heirs, executors or administrators shall pay or cause to be paid to the said A.P. Stewart his heirs, executors, administrators or assigns the sum of Nine Hundred & no/100 Dollars on or before the 1st day of March 1925 with interest thereon at the rate of 6 per cent per annum, payable annually and until the same is fully paid, according to the tenor and effect of the one promissory note of said Wm. A. Kirkland bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect. And in case of non payment by the said part\_ of the first part, or heirs, executors or administrators, of the said interest or principal or any part thereof, at the time the same becomes due or a failure on part to pay the taxes of any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be committed, any waste upon said premises, or shall allow the same to diminish in value through any act or omission upon part, then in case of the occurrence of either of said events, the whole principal sum and interest shall become due and payable. And it is further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing. And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings, to be applied in payment of the sum above mentioned. The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from the date hereof, until the sum shall be fully paid as aforesaid. And the said Lula Kirkland hereby relinquishes all right of dower in and to the above described premises.

Signed this 1st day of March A.D. 1920

William A. Kirkland

Lula Kirkland

State of Iowa Madison County )SS. On this 8th day of January A.D. 1921, before me W.W. Walker a Notary Public in and for said County, personally came Wm A. Kirkland and Lula Kirkland (Husband & Wife) to me personally known to be the identical persons whose names are affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Hand & Notarial seal, at Macksburg on the day and date last above written.

W.W. Walker  
Notary Public.

For Release of annexed Mortgage see  
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