

Madison County, Iowa

Book 74

Geo. W. Carter,)
 Marion Carter, his wife) Mtg.
 to
 C. N. Fessler)

Filed for record the 21st day of March A.D. 1922 at
 2.40 o'clock P.M.

Nettie E. Winship, Recorder
 Fee \$.80 # 697 ✓

KNOW ALL MEN BY THESE PRESENTS That George W. Carter and Marion Carter, his wife of the County of Buchanan and State of Missouri in consideration of the sum of Six Thousand (\$6000.00) Dollars, in hand paid, do hereby SELL AND CONVEY unto C. N. Fessler of the County of Montgomery and State of Iowa, the following described premises, situated in the county of Madison and State of Iowa, to-wit:

The West Half of the South West fractional Quarter of Section Nineteen (19),
 Township Seventy-four (74) North of Range Twenty-eight (28), West of the 5th
 P.M.

The intention being to convey hereby an absolute title, in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto, belonging, unto the said C. N. Fessler and to his heirs and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said George W. Carter and Marion Carter heirs, executors, or administrators shall pay or cause to be paid to the said C. N. Fessler heirs, executors, administrators or assigns the sum of Six Thousand (\$6000) Dollars, on the First day of March 1927.

with interest thereon at the rate of 7% 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 George W. Carter and Marion Carter 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 the non-payment by the said parties of the first part, or their heirs, executors or administrators, of the said interest or principal or any part thereof, at the time the same become due or a failure on their 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 their 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 also 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 Marion Carter hereby relinquishes her right of dower in and to the above described premises.

Signed this 1st day of March A.D., 1922.

Geo. W. Carter
 Marion Carter

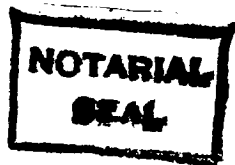
STATE OF MISSOURI, Buchanan County SS: On this 23rd day of February A.D. 1922, before me Bart M. Lockwood a Notary Public in and for said County, personally came George W. Carter and Marion Carter, his wife, to me personally known to be the identical persons whose name are affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purposes therein expressed.

This mortgage foreclosed in District Court of Madison County, Iowa, day of May, 1923. See Decree District Court Record, page 47. Land herein described sold, having delinquent taxes of \$1280.00. Sale Book 1, page 47. Missouri Rec. 1922 Clerk District Court

Mortgage Record, No. 74,

FIDELITY & CHAMBERS, DAVENPORT, IOWA

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at St. Joseph, Missouri, on the day and date last above written.



Bart M. Lockwood
Notary Public .My commission expires
August 18th, 1923.

Mildred Agan et al