

Mortgage Record, No. 74,

A.B.Shriver & wife)
to Mtg.
Mary Bernau Guardian)

Filed for record the 25th day of March A.D.1922 at 10.04
o'clock A.M.

Nettie E.Winship, Recorder
Fee \$.80 # 735 ✓

THIS INDENTURE, Made on the first day of March A.D.1922, between A.B.Shriver and Jessie V.Shriver, his wife, of the first part, and Mary Bernau as Guardian of Herman and Albena Bernau Minors, of the second part,

WITNESSETH: That the said parties of the first part, for the consideration of Six Thousand Dollars, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part her heirs and assigns forever, the following described tract of real estate, lying and being situated in the County of Madison in the State of Iowa, to-wit:

The West Sixty (60) Acres of the Northeast Quarter of Section Twenty-three (23)

in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th

P.M. Madison County, Iowa. This mortgage is given for part of the purchase price of the premises above described.

The intention being to convey ^{hereby} an absolute title in fee simple, including all rights of homestead. To have and to hold the premises above described, with all the appurtenances thereto belonging, unto the said second party, and to her heirs and assigns forever. And said A.B.Shriver hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all person whomsoever.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said A.B. Shriver and Jessie V.Shriver their heirs, executors or administrators, shall pay or cause to be paid to the said Mary Bernau, Guardian as aforesaid her executors, administrators, or assigns, the sum of SIX THOUSAND DOLLARS, on the first day of March 1932. with the interest thereon according to the tenor and effect of the one promissory note of the said A.B.Shriver and Jessie V.Shriver, bearing even date with these presents; then these presents to be void, otherwise to be and remain in full force.

And it is further agreed that if default shall be made in the payment of 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 ~~for the space~~ of three months after the same are due and payable, then the whole indebtedness shall become due, and the said party of the second part, her heirs, or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note together with all interests and costs, and all taxes and assessments accrued on said real estate, together with a reasonable fee for plaintiff's attorney out of the aforesaid real estate.

AND IT IS EXPRESSLY STIPULATED BETWEEN THE PARTIES, That so long as this mortgage shall remain unpaid, the first party shall keep the buildings on said premises insured against loss or damage by fire in some responsible company or companies for the use and security of said second party, her heirs or assigns, in the sum of not less than One Thousand Dollars, and shall deliver the policies and renewal receipts to second party, her heirs or assigns. And if the first party fails to do so then the second party, her heirs or assigns, may effect such insurance, and the amount paid for such purposes shall be recovered from the first party, with eight per cent per annum interest thereon, and shall be a lien upon the foregoing premises, under and virtue of this mortgage.

And Jessie V.Shriver, hereby relinquishes her right of dower to the premises hereby conveyed.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the date first above written.

A.B.Shriver (Seal)
Jessie V.Shriver (Seal)

Madison County, Iowa

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State of Iowa Madison County SS: On this first day of March A.D.1922, before me personally appeared A.B.Shriver and Jessie V.Shriver husband and wife, to me personally known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

O.E.Beach
Notary Public in and for said County.