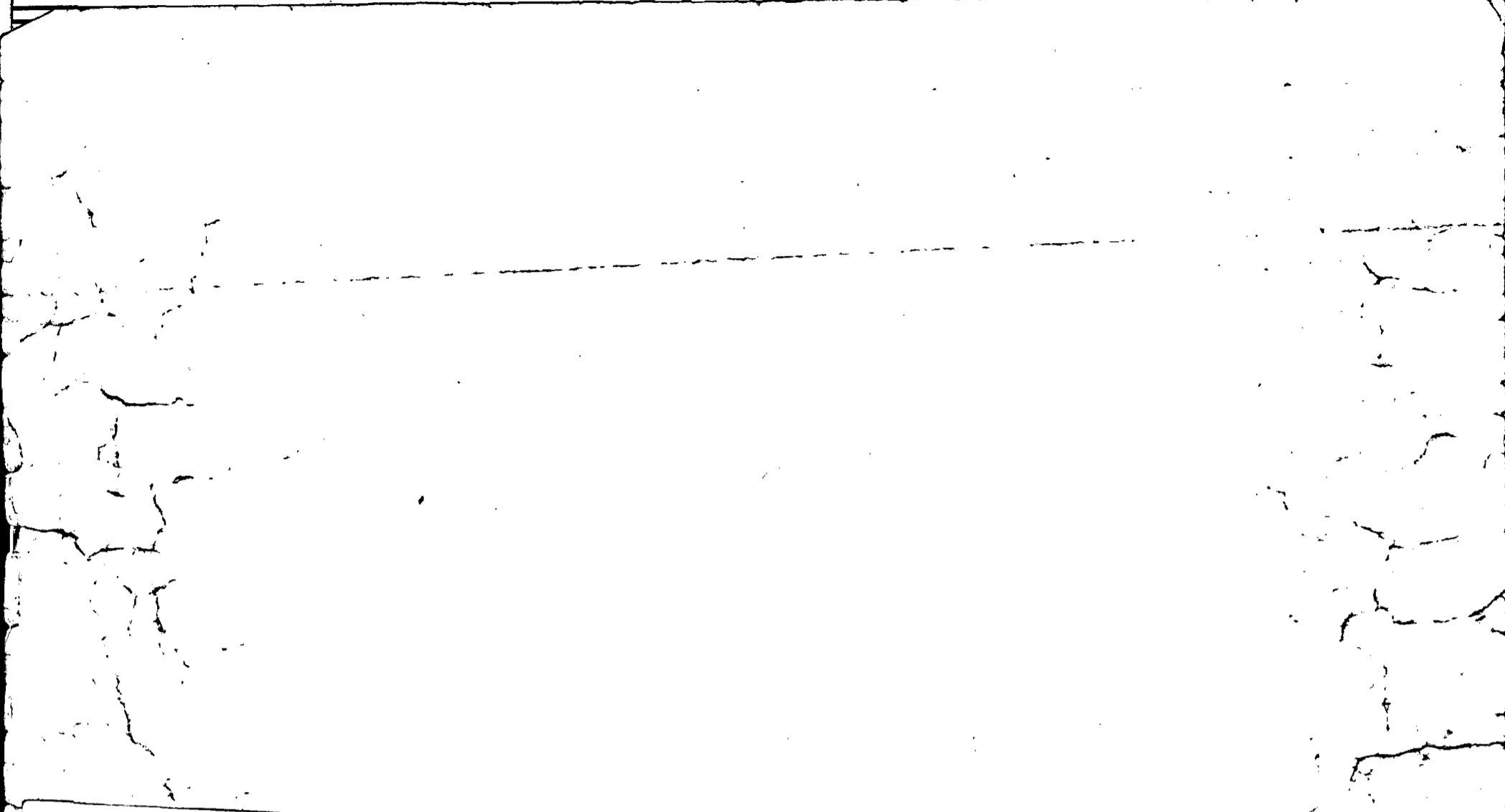


Mortgage Record, No. 74,



F.C. Herren)
to (Mortgage.

Filed for record on
10/15 o'clock A.M.

Henry Rowe)

#1173

Fee \$.80 ✓

Olive M. Garrison,
Recorder.

KNOW ALL MEN BY THESE PRESENTS:

That F.C. Herren and A.M. Herren, husband and wife, of Madison County, State of Iowa, in consid-
eration of Four Hundred Dollars, in hand paid by Henry Rowe of Madison County, State of Iowa,
do hereby Sell and Convey unto the said Henry Rowe the following described real estate situat-
ed in Madison County, State of Iowa. to-wit: Lots Four (4) and Five (5) in Block Five (5) of

Madison County, Iowa

BOOK 74

Lees Addition to the town of Wacksburg. And we hereby covenant that we are lawfully seized of said premises; that they are free from incumbrance. That we have good right and lawful authority to sell and convey the same; and do hereby covenant to Warrant and Defend the said premises, and appurtenances thereto belonging against the lawful claims of all persons whomsoever. And the said A.M.Herren hereby relinquishes all right of dower in and to the above described premises. Provided always, that these presents are upon the exress condition, that if said F.C.Herren, his heirs, executors or administrators, shall pay or cause to be paid to the said Henry Rowe, his executors, administrators or assigns, the sum of Four Hundred Dollars, as follows, to-wit: One Hundred Dollars, Payable October 1st 1923. One Hundred Dollars, Payable October 1st 1924. One Hundred Dollars, Payable October 1st ,1925. One Hundred Dollars, Payable October 1st 1926. With interest on all of said sums at the rate of 5 per cent per annum, until paid, payable annually, according to the tenor and effect of four promissory notes of the said F.C.Herren payable to Henry Rowe, bearing date October 1st A.D. 1922, then these presents to be void; otherwise to remain in full force. It is expressly understood that the Mortgagor shall keep all buildings on said premises insured for two-thirds their value in a responsible company for the benefit of the Mortgagee, and shall pay all taxes and assessments on said premises before they become delinquent, and failing so to do, the Mortgagee may effect such insurance and pay such taxes and assessments, and this Mortgage shall stand as security for said amounts so paid with eight per cent interest thereon. 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, for the space of thirty days after the same becomes due and payable, or if the taxes assessed upon the above described real estate shall become delinquent, then the whole indebtedness shall become due, and the said Mortgagee, or his legal representatives or assigns, may proceed by foreclosure ,or in any other lawful mode, to make the amount of said notes, together with all interest and costs, the expense of an abstract of title to said premises up-to-date of foreclosure, and all taxes and assessments accrued on said premises, together with a reasonable fee for plaintiff's attorney out of said real estate.

Signed this 26 day of October A.D.1922.

IN PRESENCE OF

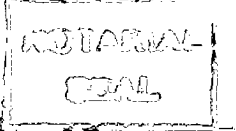
F.C.Herren.
A.M.Herren.

State of Iowa, County of Madison,ss.

On this 26 day of October A.D.19122, before me Rex M.Wilder a Notary Public, within and for said county, personally appeared F.C.Herren and A.M.Herren, to me known to be the indentical persons named in and who executed the foregoing instrument, and acknowledged that They executed the same as their voluntary act and deed.

Witness My Hand and Official Seal on the Date Last Above written.

Rex M.Wilder,
Notary Public



Filed for record the 6th day of April A.D.1923. at

*to full, I hereby release and discharge the same of record, this 26th day of Dec 1926
Henry Rowe*

*Notarized by Wilder & Co. Public Notary
By Alberta Swain, Deputy*