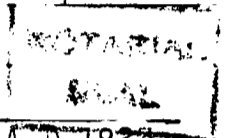


Mortgage Record, No. 74,

Mutual Life Insurance Company.

Benjamin W. McVey, Notary Public.
Notary Public. My Commission Expires March 12, 1927.



E.S. Hutzell & wife) Filed for record the 12th day of April A.D. 1928,
to (Mortgage. at 10/03 o'clock A.M.
S.S. Eslick, Sr.) # 1273 Fee \$.80 Olive M. Garrison, Recorder.
This Indenture, made the second day of March A.D. 1928 between E.S. Hutzell and Daisy Hutzell

husband and wife of Madison County and State of Iowa of the first part, and S.S. Eslick, Sr. of Boone County and State of Iowa, of the second part. WITNESSETH, That the said parties of the first part, for the consideration of Thirty-Six hundred (\$3600.00) Dollars, the receipt whereof is hereby acknowledged, 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:

Commencing at the South-west corner of the South-west Quarter (SW $\frac{1}{4}$) of the South-west Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22), thence North Eighty-four (84) rods, thence East Sixty (60) rods, thence South Eighty-four (84) rods, thence West Sixty (60) rods to the place of beginning, being Lots Three (3), Four (4), and Five (5) of the Subdivision of the South-west Quarter of Section Twenty-two (22); also commencing Sixty-six (66) rods West of the South-east corner of the South-east Quarter (SE $\frac{1}{4}$) of the South-west Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22), thence North Eighty-four (84) rods, thence West Thirty-four (34) rods, thence South Eighty-four (84) rods, and East Thirty-four (34) rods to the place of beginning; also the East Thirteen (E13) acres of the of the West Half (W $\frac{1}{2}$) of the South-east Quarter (SE $\frac{1}{4}$) of the South west Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22); also the North Two-fifths (2/5) of the East Half (E $\frac{1}{2}$) of the South-west Quarter (SW $\frac{1}{4}$) of the South-east Quarter (SE $\frac{1}{4}$) of Section Twenty-two (22) and the South-east Quarter (SE $\frac{1}{4}$) of the South-east Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21), all of the above lands being in Township Seventy-seven (77) North of Range Twenty-eight (28) West of the Fifth P.M. Iowa and County of Madison, containing One Hundred-ten (110) acres more or less. To Have and to Hold the premises above described, with all the appurtenances thereto belonging, unto the said second party and to his heirs and assigns forever.

The said parties of the first part hereby covenanting that the above premises are free from any incumbrances, and they will warrant and defend the title unto the said party of the second part his heirs and assigns, against all person whomsoever lawfully claiming the same; provided always and these presents are upon this express condition that if the said E.S. Hutzell and shall pay or cause to be paid to the said S.S. Eslick, Sr. his executors, administrators Hutzell, their executors, heirs or administrators, or assigns the sum of Thirty-six Hundred Dollars on the Second day of March, 1928. -----Dollars on the -----day of ---19---. -----Dollars on the -----day of-----19---. Dollars on the ---day of----19---. with interest thereon from date according to the tenor and effect of the One promissory note of the said E.S. Hutzell and Daisy Hutzell, payable to S.S. Eslick, Sr., bearing Five and one-half per cent interest from even date herewith, then these presents to be void, otherwise to remain in full force.

And it further agreed if default shall be made in payment of said sums of money, or in any part thereof, principal or interest, or if the taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same shall be due, then the

Madison County, Iowa

Book 74

which taxes may be paid by said party of the second part, then the whole indebtedness shall become due and the said party of the second part, his heirs or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note, together with all interest and costs, and all taxes and assessments accrued or paid by said party of the second part, on said real estate, together with interest at the rate of eight per cent per annum on all taxes and assessments so paid by the said party of the second part together with a reasonable fee for plaintiff's attorney out of the aforesaid real estate. And Daisy Hutzell, wife of the said E.S.Hutzell hereby relinquishes here right of dower in the real estate herein mentioned, subject to the above reservations and conditions. In Testimony Whereof the said parties of the first part have hereunto set their hands and seal the day and year above written.

Revenue 72¢ paid and on note.

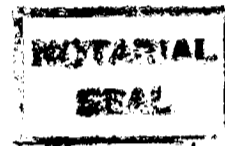
E.S.Hutzell.
Daisy Hutzell.

State of Iowa, County of Madison, ss.

Be it Remembered, That on the 10th day of March A.D. 1923, before me the undersigned, Scott Shifflett, a Notary Public in and for said County, personally came E.S.Hutzell and Daisy Hutzell, his wife to me known to be the persons named in and who executed and whose names are subscribed to the foregoing deed as grantor and acknowledged the instrument to be their voluntary act and deed, and that they executed the same for the purposes herein mentioned.

Witness my hand and official seal the day and year above written.

Scott Shifflett.



Filed for record the 7th day of April, 1923 at

#10 ent