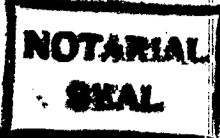


Madison County, Iowa

Book 74

Witness my hand and Notarial Seal the day and year ^{last} above written.



H.H.Haffner, Notary Public. My commission expires the 7th day of July, 1926.

Wm. A. Kirkland & Wife) Filed for record the 19th day of April, A.D., 1923, to (Mtg. at 3/30 o'clock P.M. A.P.Stewart) # 1351 Fee \$.80 Olive M.Garrison, Recorder.

KNOW ALL MEN BY THESE PRESENTS: That Wm. A.Kirkland and Lula M.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 1/2) of the South East Quarter of the North West Quarter (SE 1/4 NW 1/4) Section Twenty-Two (22) Township Seventy Four (74) Range Twenty-Nine (29) West of the 5th P.M., Iowa,

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 Wm.A. Kirkland, and to his heirs and assigns forever. PROVIDED ALWAYS, and these presents are upon this

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,

Dollars, on the ----day of ---191-. Dollars, on the ----day of ----191-. Dollars, on the ---day of ----191-. Dollars, on the ----day of ----191-. Dollars, on the ----day of ---191-.

with interest thereon at the rate of 5 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 tax- es of any year before the same becomes delinquent, or in case the said party of the first part shall permit or suffer to be committed, any waste upon said premises, or shall allow the same to deminish 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 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 be- come 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 M.Kirkland hereby relin- quishes all her right of dower in and to the above described premises.

Signed this 9 day of April A.D., 1923.

Wm.A.Kirkland. Lula M.Kirkland.

State of Iowa, Madison County, ss. On this 9 day of April A.D., 1923, before me Rex M.Wilder, a Notary Public in and for said County, personally came Wm. A.Kirkland and Lula M.Kirkland (Husband and wife) to me personally known to be the identical persons whose names they 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.

In Testimony Whereof, I have hereunto set my hand and affixed my Hand & Notary Seal, at Macksburg on the day and date last above written.



Rex M.Wilder.

For Release of annexed Mortgage see Mortgage Record 57 Page 443