

Mortgage Record No. 75, Madison County, Iowa

Notary Public, Scott County, Iowa.

George Anna Hurlbut, Widow) Filed for record the 18th day of June A.D. 1923, at
 to (Mtg. 10/12 o'clock A.M.
 Sherman Bull) #1749 Fee \$1.10 Olive M. Garrison, Recorder.
 KNOW ALL MEN BY THESE PRESENTS: That George Anna Hurlbutt, Widow, of St Charles P.O. of

Madison County, and State of Iowa, in consideration in the sum of One Thousand five-hundred & no/100 Dollars in hand paid by Sherman Bull of Warren County and State of Iowa, do hereby sell and convey unto the said Sherman Bull the following described premises situated in the County of Madison and State of Iowa, to-wit: The Southwest quarter of the Southeast quarter of Section One, the West half of the Northeast Quarter of Section Twelve and commencing at Northeast corner of said Section Twelve, thence running West 80 rods; South 160 rods; East 18 rods; North 18 rods; East 18 rods; thence Northeast along the line of land deeded to John Summerville to a point 36 rods South of the North line of the Southeast Quarter of the Northeast quarter of said Section; thence West to a point 25 rods East of the West line of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section; thence North 101-5/11 rods, thence East 55 rods; thence North 14-6/11 rods to place of Beginning. Also commencing at Southeast corner of Northwest Quarter of said Section 12; thence North 44 rods, more or less, to center of Clanton Creek; thence West up said Creek 26 $\frac{1}{2}$ rods; thence from the center of the creek south to one mile-half line; thence East to place of beginning, all in Township Seventy-five North, of Range Twenty six West, 5th P.M., Madison County, Iowa, containing 163 $\frac{1}{2}$ acres, And I hereby covenant with the said Sherman Bull that I hold said premises by title in fee simple, that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatever, except one certain Mortgage for \$4500.00 being a prior lien. And I covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as above set out. And the said ----hereby relinquish --right of dower in and to the above premises: PROVIDED always, and these presents are upon this express condition, that if the said George Anna Hurlbut, her heirs, executors, or administrators, shall pay or cause to be paid to the said Sherman _____ executors and administrators or assigns, the sum of One Thousand five hundred Dollars, on the 1st day of June, 1925. Dollars, on the ---day of ---19---.Dollars, on the ---day of ---19---.Dollars, on the ---day of 19---.Dollars, on the ---day of ---19---. with interest at 7 per cent per annum, payable semi-annually, according to the tenor and effect of One promissory note of the said George Anna Hurlbut payable to Sherman Bull, bearing date June 1st, 1923, then these presents to be void, otherwise to remain in full force. With option to pay \$1500.00 in one year or in eighteen months. And it is Hereby Agreed that if the said George Anna Hurlbut allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if she fails to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in thirty days thereafter; and the Mortgagee

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FOCH BROTHERS, INC., DES MOINES 17335

his heirs or assigns may proceed at once to foreclose this Mortgage. In case it becomes necessary to commence proceedings to foreclose the same, then the said George Anna Hurlbut, in addition to the amount of said debt, interest and cost agree to pay the Mortgagee herein named, or to pay assignee of the Mortgagee herein, a reasonable Attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in such foreclosure case. It is also agreed that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$- and shall deliver the policies and renewal receipts therefor to said second party; and should said first party neglect so to do, said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum, and this Mortgage shall stand as security therefor. It is also further agreed that in case of default in any of the aforesaid agreements so that this Mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payments of the moneys secured by this Mortgage and that the plaintiff therein shall be entitled to the appointment of a receiver, in an action therefor, with or without the foreclosure of this Mortgage, said receiver to have the usual powers to take and hold such rents and profits for the benefit of the plaintiff and subject to the order of the Court.

Signed and delivered this 1st day of June, 1923..
EXECUTED IN THE PRESENCE OF

Georgeanna Hurlbut.
H.R.Hurlbut

State of Iowa, Warren County, ss. On this 9th day of June, 1923, before me, H.A.Mueller, a Notary Public in and for said County, personally came George Anna Hurlbut, widow, to me personally known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged execution of the same to be her voluntary act and deed. Witness my hand and Official seal on the date last above written.

H.A.Mueller,

Notary Public in and for Madison Co., Iowa.

