

Mortgage Record No. 75, Madison County, Iowa

F.C.Herren )  
to (Mtg. #2456 )  
C.Pindell ) Fee \$.80 ✓  
Olive M.GARRISON, Recorder.

Know All Men By These Presents: That F.C.Herren (widower) of Madison County, State of Iowa, in consideration of Five Hundred and Fifty Dollars in hand paid by C.Pindell of Madison County, State of Iowa, do hereby Sell and Convey unto the said C.Pindell the following described real estate situated in Madison County, State of Iowa, to-wit:-

The East Fifty (50) feet of Lots Six (6), Seven (7), Eight (8) and Nine (9), in Block Four (4) of Barker's Second Addition to Macksburg, Iowa.

Section---Township---North, Range---West 5th P.M. containing ---acres. And I hereby covenant that I am lawfully seized of said premises; that they are free from incumbrances That I 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.

Provided always, that these presents are upon the express condition, that if said F.C.Herren, his heirs, executors or administrators, shall pay or cause to be paid to the said C.Pindell, his executors, administrators or assigns, the sum of Five Hundred Fifty Dollars as follows, to-wit: Five Hundred Fifty Dollars, Payable October 27th, 1925. Dollars, Payable---191- Dollars, Payable ----191-. With interest on all of said sums at the rate of 8 per cent. per annum, until paid, payable annually, according to the tenor and effect of one promissory note of the said F.C.Herren payable to C.Pindell bearing date October 27th A.D.1923, 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.

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 29 day of Feb 1932

C. Pindell  
Witnessed by Mildred E. Snott Recorder