

Mortgage Record No. 75, Madison County, Iowa

lies East of the West bank of Middle River, said West bank of Middle River being ascer-

Notary Public in and for Madison County, Iowa.

Dorius C. Jensen, et al) Filed for record the 5th day of December A.D., 1923, at
to (Mtg. #2623 1/20 o'clock P.M.
Christine Ohrt, et al.) Fee \$.90 ✓ Olive H. Garrison, Recorder.
THIS INDENTURE, Made the 1st day of March A.D. nineteen hundred twenty-three, between
Dorius C. Jensen, single; Carl R. Jensen and Irene P. Jensen, his wife, of Madison County
and State of Iowa, of the first part, and Christine Ohrt and John^C Ohrt of Dallas Coun-
ty and State of Iowa of the second part, WITNESSETH: That the said parties of the first
part, for the consideration of Six Thousand & no/100 DOLLARS, the receipt whereof is
hereby acknowledged, do by these presents, GRANT, BARCAIN, SELL AND CONVEY unto the
said parties of the second part their heirs and assigns, forever, the following describ-
ed Real Estate lying and being situated in the County of Madison and State of Iowa,
to-wit: The East Forty (E.40) acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section Five
(5), Township Seventy-seven (77) North, Range Twenty Nine (29) west of the fifth P.M.
in Madison County, Iowa. To Have and to Hold the premises above described, with
all the appurtenances thereunto belonging, including homestead, unto the said second
parties and their heirs and assigns forever. The said parties of the first part here-
by covenanting that the above described premises are free from any incumbrance, and
they will Warrant and Defend the title unto the said parties of the second part, their
heirs and assigns, against all persons whomsoever lawfully claiming the same. Provid-
ed always, and these presents are upon this express condition, that if the said Dorius
C. Jensen; Carl R. Jensen and Irene P. Jensen, their heirs, executors or administrators,
shall pay or cause to be paid to the said Christine Ohrt and John C. Ohrt, executors
and administrators, or assigns, the sum of Three Thousand & no/100 Dollars on the 1st
day of March 1928. Three Thousand & no/100 Dollars, on the 1st day of March 1928.
Dollars, on the --day of ---19-- with interest thereon from March 1-1923 according to
the tenor and effect of the Coupon Promissory Notes of the said Dorius C. Jensen; Carl
R. Jensen and Irene P. Jensen, payable to Christine Ohrt and John C. Ohrt bearing date
Even herewith, then these presents to be void, otherwise to remain in full force.

AND IT IS EXPRESSLY AGREED, That said Mortgagor shall while any part of his debt
remains unpaid, neither permit or commit any waste on said premises; shall pay all tax-
es on said premises when due; and shall keep the buildings thereon insured in a respon-
sible company, up to \$1,500.00 payable in case of loss to the holder of this Mortgage
as his interest may appear.

For Release of enclosed Mortgage
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Koch Brothers, Inc., Des Moines 17885

AND IT IS FURTHER AGREED, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described Real Estate shall remain unpaid for the space of one month after the same are due and payable, or if said Mortgagor shall fail to keep the buildings on said premises insured up to \$1,500.00 payable in case of loss, to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, the said parties of the second part, their 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 on said Real Estate, together with a reasonable fee for the plaintiff's attorney, out of the aforesaid Real Estate.

And it is also agreed, That if the Mortgagor neglect to pay taxes, or to effect insurance, the holder hereof may pay said taxes or effect said insurance, adding the amount so paid to the sum next falling due with interest thereon at 8 per cent until repaid. And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fee and receiver's costs and expenses, and may discharge the usual duties of receiver. And Irene P. Jensen, wife of the said Carl R. Jensen hereby relinquishes her 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 here-

unto set _____ hands and seals the day and year first above written. Dorius C. Jensen (L.S.)
Carl R. Jensen (L.S.)
Irene P. Jensen (L.S.)

State of Iowa, Dallas County, ss.

On this 1st day of March A.D., 1923, before me, Allen T. Percy, a Notary Public, in and for said County, personally appeared Dorius C. Jensen, Single; Carl R. Jensen and Irene P. Jensen, his wife, to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as Mortgagors and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

Allen T. Percy, Notary Public
Notary Public in and for said County.



Filed for record the 5th day of December A.D.