

Mortgage Record No. 75, Madison County, Iowa

State of Iowa, County of Madison, ss. This is to Certify, That before me, the undersigned, a Notary Public in and for said County and State, appeared this day in person G.F.Smith and Bertha C.Smith, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the Right of Homestead and Dower.

Given under my hand and seal, this 8th day of December, 1923.

W.F.Craig, Notary Public.



S.G.Dunn & wife) Filed for record the 10th day of December A.D., 1923, at 10/30
to (Mtg. #2652 o'clock A.M.
Mae B.Furman) Fee \$1.00 ✓ Olive M.Garrison, Recorder.

Know All Men by these Presents: That I, J.G.Dunn and Samantha E.Dunn, his wife, of the County of Madison, and State of Iowa, first party, in consideration of the sum of Five Hundred and Fifty (\$550.00) DOLLARS in hand paid by Mae B.Furman, of Polk County and State of Iowa, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, his (or its) heirs, successors and assigns forever, the real estate situated in Madison County, Iowa, described as follows, to-wit: All that part of Lots 1 and 2 in Block 18 of Pitzer & Knight's Addition to the City of Winterset, Madison County, Iowa, lying North of a line drawn parallel East and West with the North Line of said Block 18 and 3½ feet North of the North stone foundation under the main part of the South Dwelling House located upon said Lots 1 and 2, together with all of the rents, issues and profits which may arise or be had therefrom. TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, unto the said second party, his (or its) heirs, successors and assigns forever.

The said first party Warrants the title to said premises against the lawful claims of all persons whomsoever, and hereby relinquishes, releases and conveys all right of homestead and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the first party shall pay the second party, his (or its) heirs, successors or assigns, the sum of Five Hundred and Fifty (\$550.00) DOLLARS, on the 5th day of December A.D. 1926, (with the privilege of paying any part or all of the principal on interest bearing dates) with interest at the rate of six per centum per annum, payable semi-annually, according to the tenor and effect of the one note of the said first party, bearing even date herewith, payable at THE IOWA NATIONAL BANK in the City of Des Moines, Polk County, Iowa, in Gold Coin of the United States of America, of the present standard of weight and fineness, or its equivalent, with New York Exchange, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect. The Covenants and Agreements to be kept and performed are as follows: The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the buildings on said premises insured in some responsible company or companies, to be designated by the second party, for the benefit of said second party, in the sum of not less than One Thousand DOLLARS; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges, or assessments or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mortgage shall stand as security therefor.

Said first party shall not waste said premises, and shall not allow the same to depreciate in value by any act or neglect. Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest

For Release of annexed Mortgage see

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Disclaimer on part
For Release of annexed Mortgage see

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FOGH BROTHERS, INC., DES MOINES 17335

and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said costs shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Dated December 5th, 1923. IN TESTIMONY WHEREOF, we have hereunto set our hands, the day and year last above written.

S.G.Dunn.
Samantha E.Dunn.

State of Iowa, Madison County, ss.

Be it remembered, That on the 6th day of December, A.D. 1923, before the undersigned, a Notary Public in and for said County, personally appeared S.G.Dunn and Samantha E.Dunn, his wife, to me personally known to be the identical persons whose names are affixed to the foregoing Mortgage as grantors, and severally acknowledged the said instrument and the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.

W.H.Wright,
Notary Public in and for Madison County, Iowa.

NOTARIAL
SEAL