

# Mortgage Record No. 75, Madison County, Iowa

Notary Public in and for Madison County, Iowa.

F.E. & Florence E. Burt) Filed for record the 12th day of December A.D. 1923, at  
to (Mtg. #2664 11/15 o'clock A.M.  
Geo. C. Cooley ) Fee \$.80 ✓ Olive M. Garrison, Recorder.  
This Indenture, made this 7 day of December A.D. One Thousand nine hundred Twenty-Three

between F.E. Burt and Florence E. Burt of Madison County, and State of Iowa, of the first part and Geo. C. Cooley of Madison County and state of Iowa of the second part, WITNESSETH

That the said parties of the first part for the consideration of the sum of Sixteen Hundred and no/100 DOLLARS, the receipt whereof is hereby acknowledged do by these presents, bargain, sell and convey unto the said party of the second part, his heirs and assigns, forever, the following described real estate, lying and being situated in the County of Madison, State of Iowa, to-wit: South sixty-nine (69) feet lot Two and the North Twenty-two (22) \_\_\_ of lot Three (3) all in Block One (1) Likens Addition to the town of Truro, Iowa, TO have and to hold the premises above described with all appurtenances thereunto belonging unto the said second party, and to his heirs and assigns forever. The said part\_ of the first part hereby covenanting that the above described premises are free from all incumbrance, and they will warrant and defend the title unto the said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claiming the same, PROVIDED always and these presents are upon these express conditions, that if the said F.E. Burt and Florence E. Burt, heirs, executors or administrators, shall pay or cause to be paid to the said Geo. C. Cooley, executors, administrators or assigns, the sum of --Dollars on the --day of ---19-- Dollars on the ---day of----19---Dollars on the----day of----, 19--. Dollars on the ---day of -- 19-- Dollars on the ---day of ---, 19-- Sixteen Hundred Dollars on the 7 day of December, 1926, with interest thereon at the rate of Seven per cent per annum according to the tenor and effect of the one promissory note of the said F.E. Burt and Florence E. Burt, payable to Geo. C. Cooley bearing even date herewith then these presents to be void otherwise to remain in full force.

*This Mortgage having been paid in full, I hereby release and discharge the same of record this 19th day of December 1926.*  
*Geo. C. Cooley*  
*Witnessed by Gladys B. DeWalt, Recorder.*

And it is further agreed, if default shall be made in the payment of

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FOCH BROTHERS, INC., DES MOINES, IOWA

paid 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 three months after the same are delinquent, which taxes may be paid by the said part of the second part, then the whole indebtedness shall become due, and the said party of the second part, his heirs and 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 or paid by said party of the second part on said real estate, together with interest at the rate of eight per cent per annum on all taxes and assessments so paid by the second party of the second part, together with statutory attorney's fees for plaintiff's attorney, out of the aforesaid real estate.

And the grantors herein hereby relinquish all their rights of dower and all their rights under the Homestead laws of Iowa in and to the real estate herein mentioned, subject to the above reservations and conditions. In Testimony Whereof the said parties of the first part have hereunto set their hand and seal the day and year above written.

F.E.Burt. (L.S.)  
 Florence E.Burt. (L.S.)

State of Iowa, County of Madison, ss.  
 On this 8 day of December A.D.1923, before me personally appeared F.E.Burt and Florence E.Burt, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed.

NOTARIAL

M. S. Creager