

Madison County, Iowa

BOOK 74

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

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

Netta A. Leeper and Husband : Filed for Record this 2nd day of January A. D., 1925.
to Mortgage at 9/48 o'clock, A.M.
Harry W. Hill : #4 Fee \$.90 Nettie T. Winship, Recorder.

Valley National Bank
For Assignment of Amended Mortgage See
Mortgage Record 78 Page 147
For Release of Amended Mortgage See
Mortgage Record 78 Page 247

THIS INSTRUMENT, Made the 28th day of December, A.D. nine-teen hundred twenty-two between Netta A. Leeper and Harry L. Leeper, her husband, of Madison County, and state of Iowa, of the first part, and Harry W. Hill of Madison County and State of Iowa, of the second part, WITNESSETH: That the said parties of the first part, for the consideration of Ten Thousand & no/100 DOLLARS, the receipt whereof is hereby acknowledged, do by these presents GRANT, 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 and State of Iowa, to-wit: The Undivided half (Und. 1/2) of the following described real estate, to-wit:- The East half (E. 1/2) of the Northwest Quarter (N.W. 1/4); the West half (W. 1/2) of the Northeast Quarter (N.E. 1/4) and the Southwest Quarter, (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) all in Section Twenty Five (25), Township Seventy seven (77) North, Range Twenty Nine (29) west of the fifth P.M., Iowa. (This mortgage is made subject to the undivided half of a \$24,000.00 mortgage now upon the now up on the Northwest Quarter (N.W. 1/4); and the West half (W. 1/2) of the Northeast Quarter (N.E. 1/4) of said Section 25.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, including herestead, unto the said second party and his heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from any incumbrance, and they will WARRANT and WARRANT 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 v on this express condition, that if the said Netta A. Leeper her heirs, executors, or administrators, shall pay or cause to be paid to the said Harry W. Hill his executors and administrators, or assigns, the sum of Ten Thousand & no/100--Dollars, on the 28th day of December 1924.

(Option reserved by mortgagors to pay \$100.00 or any multiple thereof of said principal sum at any time before maturity.)

with interest thereon from this date according to the tenor and effect of the Coupon Promissory Note of the said Netta A. Leeper, payable to Harry W. Hill 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 taxes on said premises when due; and shall keep the buildings thereon insured in a responsible company, up to \$----- payable in case of loss, to the holder of this Mortgage as his interest may appear.

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 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 \$----- payable in case of loss, to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, the said party of the second part, his heirs or assigns, may proceed by foreclosure or in any other lawful mode, to make the amount of said note -- together with all interests 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 the taxes, or to effect insurance, the holder hereof may pay said taxes or effect said insurance, adding the amount

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so paid to the sum next falling due with interest thereon at 8 percent until paid.

And on neglect of Mortgagor to comply with any of the 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 the Mortgaged debt including attorney's fee and receiver's costs and expenses, and may discharge the usual duties of receiver.

And Harry L. Leeper, husband of the said Netta A. Leeper 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 hereunto set their hands and seals the day and year first above written.

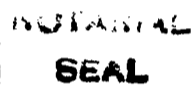
Netta A. Leeper.(L.S.)

Harry L. Leeper.(L.S.)

STATE OF IOWA, Dallas County, ss:

On this 28th day of December A.D., 1922, before me Allen T. Percy, Notary Public in and for said County, personally appeared Netta A. Leeper and Harry L. Leeper, her husband 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 in and for said County.



Netta A. Leeper :

Filed for Record this 2nd day of January A.D. 1923.