

Mortgage Record, No. 74,

Joe Eversull)
to (Mortgage.
S.P.Barnett)

Filed for record the 20th day of February A.D.
1923 at 11/05 o'clock A.M.

Olive M. Garrison,
Recorder.

#405 Fee \$.90 ✓

KNOW ALL MEN BY THESE PRESENTS, That we Joe Eversull and Edna L. Eversull, husband and wife, mortgagors, of the County of Adair and State of Iowa, in consideration of the sum of Fifteen thousand Dollars in hand paid by S.P.Barnett, mortgagee, of the County of Adair and State of Iowa, do hereby sell ^{unto the said S.P.Barnett} and convey the following described premises situated in the County of Madison and State of Iowa, to-wit: The south west fractional quarter and the west half of the south east quarter of section thirty, township seventy seven, North, range twenty nine, west fifth P.M. containing 223.14 acres. (It is understood that this mortgage is a junior and subsequent lien to a first lien on these premises, in amount of \$22300.00 in favor of the Bankers Life Company). And we hereby covenant with the said S.P.Barnett that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever except as stated above, and the said mortgagor and each and all of them hereby relinquish all rights of dower and homestead in and to the above described premises. Provided Always, and these presents are upon this express condition that if the said Joe Eversull and Edna L. Eversull, his wife, heirs, executors or administrators shall pay, or cause to be paid, to the said S.P.Barnett, heirs, administrators or assigns, the sum of Fifteen thousand Dollars on the 1st day of March, 1928, ----Dollars on the ----day of ---,19-- Dollars on the -----day of ----19--, Dollars on the ----day of -----,19--, Dollars on the ----day of -----,19--.

It is agreed that the sum of \$500.00 shall be paid on the principal each year on March first, with interest thereon from the 1st day of March A.D. 1923, at the rate of 6 per cent per annum, payable semi-annually, delinquent interest to draw eight per cent per annum, until paid, according to the tenor and effect of the said promissory note of the said Joe Eversull and Edna L. Eversull, his wife, with interest coupons attached, payable to S.P.Barnett, at the Exchange State Bank of Stuart, Iowa, and bearing date March first 1923, then these presents to be void, otherwise to remain in full force. It IS Hereby Expressly agreed that said Joe Eversull and Edna L. Eversull, his wife-----; and further it is agreed that said mortgagee, or his assigns at any time during the existence of the indebtedness secured hereby, or any part of it, shall have the right, and is hereby authorized by said mortgagor to pay any or all liens of any kind, prior or subsequent that may in any manner affect the rights of said mortgagee, or his assigns in the premises herein conveyed, and for the re-payment of all moneys so paid, with interest thereon from the date of such payment, at the rate of 8 per cent per annum, payable annually, this indenture shall be security in like manner and with like effect, as for the payment of said note and interest. It is further expressly agreed that if the said Joe Eversull and Edna L. Eversull, his wife----or permit the same or any part of it to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, then the note secured hereby shall, at the option of the holder of this mortgage, become due and payable in 30 days thereafter, and the mortgagee, his heirs, administrators or assigns may thereupon proceed to foreclose this mortgage, and in case it becomes necessary to commence foreclosure proceedings to foreclose the same, then the said Joe Eversull and Edna L. Eversull, his wife in addition to the amount of said debt, interest and costs, hereby agree to pay to the mortgagee, or his assigns the expense of procuring an abstract of the title to said real estate, or a continuation thereof, for the use in such foreclosure proceedings and a reasonable attorney's fee for his attorney for the foreclosure of said mortgage and the collection of said debt, such expense and attorney fee to be included in the judgment in such foreclosure case. Executed and delivered on this 16 day of February A.D. 1923.

Joe Eversull.
Edna L. Eversull.

This mortgage foreclosed in District Court of Madison County, Iowa, 2nd day of October, 1924. See Decree District Court Record page 602.
Land herein described sold Nov. 27, 1924 and execution returned satisfied in full. Minnie A. Egan, clerk.

Madison County District Court

Madison County, Iowa

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State of Iowa, Guthrie County, ss. BE IT REMEMBERED, That on this 16 day of February A.D. 1923 before the undersigned, a Notary Public in and for said County and State, personally appeared Joe Eversull and Edna L. Eversull, his wife, to me personally known to be the identical persons whose names--affixed to the foregoing mortgage as mortgagor and severally acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and seal the day and year above written.

Ed L. Holte,
Notary Public in and for Guthrie County, Iowa.

