

Mortgage Record, No. 74,

For Release of annexed Mortgage see
Mortgage Record 57 Page 482

Otto Fundinger and)
 Mary Fundinger)
 to (Mortgage.
 Elizabeth Fundinger)
 #482 Fee \$.80 ✓
 Filed for record the 26th day of February,
 A.D.1923 at 10/10 o'clock A.M.
 Olive M. Garrison,
 Recorder.

KNOW ALL MEN BY THESE PRESENTS: That Otto Fundinger and Mary Fundinger (Husband and wife) of Madison County, and State of Iowa in consideration of the sum of Twenty-one Hundred Sixty-six (\$2166.00) Dollars, in hand paid by Elizabeth Fundinger of Madison County, and State of Iowa do hereby sell and convey unto the said Elizabeth Fundinger the following described premises situated in the County of Madison and State of Iowa, to-wit: The Southeast Quarter of the Southwest Quarter of Section Fifteen (15), in Township Seventy-seven North, Range Twenty-seven West of the Fifth Principal Meridian, Madison County, Iowa. And we hereby covenant with the said Elizabeth Fundinger 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 all liens and incumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Mary Fundinger hereby relinquish her right of dower in and to the above described premises: PROVIDED, always, and these presents are upon this express condition, that if the said Otto Fundinger and Mary Fundinger heirs, executors or administrators shall pay or cause to be paid to the said

Madison County, Iowa

BOOK 74

For Return of Mortgagee See

Elizabeth Fundinger, executors and administrators or assigns the sum of Twenty-one Hundred Sixty-six Dollars on the First day of March, 1928, ----Dollars on the ---day of ---190----- Dollars on the----day of ---190-- Dollars on the -----day of ----190-- Dollars on the --- day of ----190-- Dollars on the----day of ----190-- Dollars on the ---- day of ---190-- Dollars on the --- day of ----190-- Dollars on the ----day of ----190-- shall pay or cause to be paid to the said Elizabeth Fundinger with interest thereon at 5% per annum from March 1, 1923, according to the tenor and effect of the one promissory note of the said Otto Fundinger and Mary Fundinger payable to Elizabeth Fundinger bearing even date herewith, then these presents to be void otherwise to remain in full force. And it is hereby agreed that the said -----shall keep the buildings on said property insured in a good and reliable company, to be selected by said mortgagee, in the sum of -----Dollars. The said first party further agrees that the said second party at any time during the existence of this indebtedness, or any part thereof, and until the same is fully paid, shall have full power, and is hereby authorized, as attorney in fact of said party, to pay all liens of any kind, either prior or subsequent, that may in any manner affect the title to the land herein conveyed, and for the repayment of all moneys so paid, with interest thereon from the date of such payment at the rate of six per cent per annum, payable semi-annually, this indenture shall be security, in like manner and with like affect, as for the payment of said notes. And it is ^{hereby} further agreed that if the said Otto Fundinger and Mary Fundinger allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in sixty days thereafter; and the mortgagee, her heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Otto Fundinger and Mary Fundinger, in addition to the amount of said debt, interest and costs, agree to pay the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case. Signed and delivered this Twentieth day of February, 1923.

Otto Fundinger
Mary Fundinger.

STATE OF IOWA,
Dallas County, ss. On this 20th day of February A.D. 1923, before me personally appeared Otto Fundinger and Mary Fundinger (Husband and wife) to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

A.M. Compton,
Notary Public in and for Dallas County, Iowa.