

Madison County, Iowa

BOOK 74

Joe Eversull)
to (Mtg.
Jos. J. Schmidt)

KNOW ALL MEN BY THESE PRESENTS, That we, Joe Eversull and Edna B. Eversull, his wife, mortgagors, of the County of Adair and State of Iowa, in consideration of the sum of Six Thousand# Dollars in hand paid by Joseph J. Schmidt, mortgagee, of the County of Guthrie and State of Iowa, do hereby sell and convey unto the said Joseph J. Schmidt the following described premises situated in the County of Madison and State of Iowa, to-wit: The Southwest Fractional quarter of Section Nineteen, and the West Twenty Acres of the Southeast Quarter of Section Nineteen, all in Township Seventy Seven, North, Range Twenty Nine, West of the Fifth P.M. Madison County, Iowa, (It is understood that this is a junior lien to a first mortgage to Bankers Life Company, in amount of \$16000.00). And we hereby covenant with the said Joseph J. Schmidt, that we hold said premises by title in fee simple; that we have good right and

Filed for record the 27th day of February A.D. 1923 at 10/05 o'clock A.M.

#499 Fee \$.90 ✓

Olive M. Garrison, Recorder.

For Release of unrecorded Mortgage see Mortgage Record 57 Page 387

(See pg 551.)

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lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever, except as above stated, and that 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 Joseph J. Schmidt, heirs administrators or assigns, the sum of --Dollars on the ----day of --19-- Six 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-- with interest thereon from the 1st day of March A.D. 1923, at the rate of 7 per cent per annum, payable 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 Joseph J. Schmidt at the Exchange State Bank of Stuart, Iowa, and bearing even date herewith, 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, shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent; and further it is agreed that said mortgagee or 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 mortgagors 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, fail or neglect said property, 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 agrees 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 26 day of February, A.D. 1923.

State of Iowa,

Guthrie County, ss. Be It Remembered, That on this 26 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 mortgagors 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.

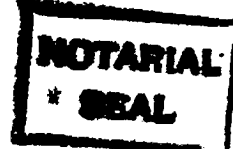
Ed L. Nolte,

Notary Public in and for Guthrie County,
Iowa.

State of Iowa, Guthrie County, ss. On this 13th day of February A.D., 1923, before me, Carl P. Knox, the undersigned, a Notary Public in and for said County, appeared J.P. Fox, Trustee, to me personally known to be the identical person whose name is affixed to the above Release of Mortgage as grantor and acknowledged the execution thereof to be his voluntary act and deed as such Trustee for the purposes therein expressed.

Witness my hand and official seal the day and date last above written.

Carl P. Knox,
Notary Public in and for Guthrie County, Iowa.



For Release of encumbrance Mortgage see Mortgage Record Page 1119