

J.G. Galvin & wife)
to) Mtg.
Jebens & Butenschoen)

Filed for record the 6 day of January A.M.A.D., 1923.
at 2/09 o'clock P.M.

Olive M. Garrison,
Recorder.

This Mortgage, Made the 4th day of January, 1923, by and between J. Galvin and Bessie Galvin, (husband and wife) of Marion County and State of Iowa, District Court
#62 Fee \$.80 ✓
Decree of foreclosure of this mortgage entered, 10-23-1932 in the District Court of Madison County, Iowa, Case No. 1932-10-23-1932
and Jebens & Butenschoen hereinafter called the mortgagors and the mortgagee called the mortgagors and the mortgagee called the mortgagors.

WITNESSETH: That the mortgagors, in consideration of the sum of Five Thousand (\$5000.00) DOLLARS, paid by the mortgagee, do hereby convey to the mortgagee their heirs and assigns, forever, the following tracts of land in the County of Madison, and State of Iowa, to-wit:

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For Assignment of Interest in Mortgages
Wm. H. Johnson

Mortgage Record, No. 74,

The Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section Thirtyfive (35), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M.

All in Section No. Thirty-five (35), Township No Seventy-four (74), North Range NO. (27), W. of the 5th P.M., containing in all 80 acres, with all appurtenances thereto, belonging, and the Mortgagors Warrant the Title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, or however else, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagors shall pay to the mortgagee or their heirs, executors or assigns, the sum of Five Thousand (\$5000.00) Dollars, on the 4th day of January A.D., 1928, with interest thereon at the rate of six (6) per cent per annum, payable annually, all interest and principal after due draws interest at the rate of eight (8) per cent per annum, according to the tenor and effect of the one certain promissory note, with five (5) coupons attached, of the said mortgagors bearing even date with these presents; principal and interest payable at the office of Jebens & Butenschoen, Davenport, Iowa.

Second, That the mortgagors shall keep the buildings on said real estate insured in some responsible companies, for the use and security of the mortgagee, in a sum not less than their insurable value, and deliver to the mortgagee the policies and renewal receipts.

Third, The mortgagors shall pay when due, all taxes and assessments, either general or special, levied or assessed against said premises; if mortgagors fail either to pay such taxes or effect such insurance, then the mortgagee may do so, and the amounts paid shall be recovered, with eight per cent per annum interest thereon, from mortgagors, and constitute a portion of the debt hereby secured. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and hereby is, authorized to take immediate possession of all said property, and to rent the same, and shall be held liable to account to mortgagors only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.

And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of suit and collected in the same manner.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

J.G. Galvin.

Bessie Galvin.

STATE OF IOWA, Madison County, ss. On the 5th day of January A.D., 1923, before the undersigned, a Notary Public in and for said county, came J.G. Galvin and Bessie Galvin, (husband and wife) to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

J. E. Hamilton,

Notary Public, Madison County, Iowa.

NOTARIAL
SEAL

H. H. Munson and, Wife, Maude)

Filed for record the 6th day of January, A.D. 1923 at 11/44 o'clock. A.M.

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