

Mortgage Record, No. 74,

Goodfellow & McMurray)
to
Orson L. Early)

Filed for record the 2nd day of March A.D. 1923
at 10/40 o'clock A.M.

Olive M. Garrison,
Recorder.

#620 Fee \$1.10 ✓

This Mortgage, Made the 1st day of February 1923, by and between John Goodfellow and Minnie Goodfellow, his wife, and George H. McMurray and Margaret C. McMurray, his wife, of Poweshiek County, and State of Iowa, hereinafter called the mortgagors, and Orson L. Early hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of the sum of Eight Thousand and no/100 (\$8,000.00) Dollars, paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison State of Iowa, to-wit: All of Section Thirty-six (36), Township Seventy-seven (77) North of Range Twenty-nine (29), West of the 5th P.M. Madison County, Iowa. It is understood and agreed that this mortgage is second and junior to a first mortgage of \$52,000.00 in favor of the Northwestern Mutual Life Insurance Company of Milwaukee, Wis., containing in all 640 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 his heirs, executors, or assigns, the sum of Eight Thousand (\$8,000.00) Dollars, on the first day of February A.D. 1923, with interest at the rate of Five per cent per annum, payable annually according to the tenor and effect of the one certain promissory note with no coupons attached, of the said John Goodfellow and George H. McMurray, bearing even dates with these presents; principal and interest payable at the office of Citizens State Bank, Earlham, Iowa. Second. That the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, 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 and before delinquent, all taxes which are or become a lien on said premises; if mortgagors fail either to so pay such taxes, or promptly to effect such insurance then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee the payment and recovery of all moneys, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured, to the same extent, as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date such payments. 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 secure 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 the suit and collected in the same manner. In Witness Whereof, signed by the mortgagors, the day and year first herein written.

John Goodfellow, George H. McMurray
Minnie Goodfellow, Margaret C. McMurray.

Madison County, Iowa

Book 74

State of Iowa, Poweshiek County, ss. On the 9th day of February A.D. 1923, before the undersigned, a Notary Public in and for said County, came John Goodfellow and Minnie Goodfellow, his wife, & George H. McMurray and Margaret C. McMurray, his 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.

Will C. Rayburn,
Notary Public in and for Poweshiek Co., Iowa.



For Release of Criminals by 1973-1974