

Mortgage Record, No. 74,

FIDELAR & CHAMBERS, DAVENPORT, IOWA

My commission expires July 4-1924.

Nancy E. Oglesbee)
 to) Mortgage.
 F. E. Murphy, Guardian)

Filed for record the 6th day of March A.D.
 1923 at 4/20 O'clock P.M.

#715 Fee \$.80 ✓ Olive M. Garrison.
 Recorder.

This Indenture, Made the 24th day of February A.D. Nineteen Hundred and Twenty Three between Nancy Oglesbee of Madison County, and State of Iowa of the first part, and F. E. Murphy as Guardian of Ethel Aletha Murphy of Madison County, and State of Iowa of the second part, WITNESSETH: That the said party of the first part, for the consideration of Four Thousand Six Hundred Dollars, the receipt whereof is hereby acknowledged, do by these presents grant bargain, sell and convey unto the said party of the second part, or his successors and assigns forever, the following described real estate, lying and being situated in the County

This Mortgage having been paid in full, by release and discharge the same of record, this 27th day of February 1923, Ethel Aletha Murphy, Guardian, Michael & David E. Hutton, Recorder.

Extension
 of amended Mortgage see
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Madison County, Iowa

Book 74

of Madison and State of Iowa, to-wit: The West fifty-five acres of the South ^{half} of the North West Quarter, and the South Twenty Acres of the East Twenty five Acres of the South Half of the North West Quarter of Section Eleven, and a tract of land described as follows,; Commencing at the South West corner of the North West Quarter ^{of the North West Quarter} of said section Eleven, thence East eight rods and eleven links, thence North nine degrees west, Eighteen rods, thence North twenty and one half degrees East Sixty six rods, thence West Twenty nine rods and four links thence South to the place of beginning; All of said land being -section eleven, in Township Seventy five North, in Range Twenty seven West of 5th P.M., Iowa. To Have and to Hold the premises above described, with all the appurtenances thereunto belonging, unto the said second party and to his successors and assigns forever. The said party of the first part hereby covenanting that the above described premises are free from any incumbrances, and she will warrant and defend the title unto the said party of the second part, his successors and assigns, against all persons whomsoever lawfully claiming the same: Provided Always, and these presents are upon this express condition, that if the said Nancy Oglesbee, her heirs, executors, or administrators, shall pay or cause to be paid to the said F.E. Murphy, as Guardian aforesaid, his executors and administrators or assigns, the sum of Forty Six Hundred Dollars on _ before 1st day of March 1933. (The note secured hereby is stamped) ----- with interest thereon from March 1st 1923 according to the tenor and effect of the one promissory note of the said Nancy Oglesbee, payable to F.E. Murphy, Guardian, bearing date February 24th 1923 then these presents to be void. otherwise to remain in full force.

And it is further agreed, if default shall be made in the payment of said sums of money or any part thereof, principal or interest, or if the taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same are due and payable, then the whole indebtedness shall become due, and the said party of the second part, or his successors, heirs or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note together with all interest and costs, and all taxes and assessments accrued on said real estate, together with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate. Mortgagor has the right to pay \$100.00 on any interest paying day, or any multiple thereof. And -----wife of the said ---hereby relinquishes her right of dower in the real estate herein mentioned, subject to the above reservations and conditions. In Testimony Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Nancy E. Oglesbee (L.S.)

STATE OF IOWA,
Madison County, ss. Be It Remembered, that on the 24th day of February A.D. 1923, before the undersigned, Notary Public, in and for said County, came Nancy Oglesbee, (unmarried) to me personally known to be the identical person whose name is subscribed to the foregoing deed as grantor, and acknowledged the instrument to be her voluntary act and deed, and that she executed the same for the purposes herein mentioned. Witness my hand & Notarial Seal the day and year above written.

J.P. Steele,
Notary.

NOTARIAL
SEAL

Filed for record the 7th day of March A.D.

Partial
For Release of amended Mortgage see
Mortgage Record Page 108