

Mortgage Record, No. 74,

FIDEL & CHAMBERS, DAVENPORT, IOWA.

Leona Wager,
Notary Public.

NOTARIAL
SEAL

Joe Eversull & wife)
to (Mortgage.
J.P.Fox, Trustee)

Filed for record the 9th day of March A.D.1923, at 8/07
o'clock A.M.

#812 Fee \$.80 ✓ Olive M.Garrison, Recorder.

Know All Men By These Presents: That Joe Eversull and Edna L.Eversull, husband and wife, of Adair county and State of Iowa, in consideration of the sum of Thirty-two Thousand Four Hundred Dollars, in hand paid by J.P.Fox, Trustee, of Guthrie County and State of Iowa, do hereby sell and convey unto said J.P.Fox, Trustee, the following described premises situated in the Counties of Adair and Madison and State of Iowa, to-wit: The Southwest Fractional Quarter, and the West Twenty (20) acres of the Southeast Quarter, all in Section Nineteen (19) Township 77 North, Range 29, subject to one Mortgage of \$16,000.00 and another Mortgage of \$6,000.00; also the West Half of the Southeast Quarter and the Southwest Fractional Quarter, all in Section Thirty (30), Township 77 North Range 29, subject to First Mortgage of \$22,300.00 and Second Mortgage of \$15,000.00; also Southeast Quarter of Section Fifteen (15), Township 77 North, Range 30, subject to First Mortgage of \$20,000.00 and Second Mortgage of \$8,000.00. And we hereby covenant with the said J.P.Fox, Trustee, 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 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 Edna L.Eversull hereby relinquishes 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 Joe Eversull and Edna L.Eversull, their heirs, executors or administrators shall pay or cause to be paid to the said J.P.Fox, Trustee, executors, administrators or assigns the sum of 32,400 Dollars on the 1st day of March 1924---Dollars on the ----day of ---19--Dollars on the ---day of --19--Dollars on the ---day of ---19--Dollars on the ----day of ---19--Dollars on the ---- Dollars on the ---day of ---19--with interest thereon according to the tenor and effect of the one promissory note of the said mortgagors, payable to J.P.Fox, Trustee, bearing even date herewith, then these presents to be void, otherwise to remain in full force. And it is here-
and
by agreed that the said ----shall keep the buildings on said property, insured in a good, 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 existance of this indebtedness or any part thereof, until the same is fully paid, shall have 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 payments, at the rate of eight per cent per annum, payable semi-annually, this indenture shall be security in like manner and with like effect as for the payment of said note. And it is hereby further agreed that if the said Joe Eversull & Edna L.Eversull allow the taxes to become delinquent upon said property, or permit 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 30 days thereafter; and the mortgagee, his heirs or assigns

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may proceed to foreclose the Mortgage, and in case it becomes necessary to commence proceedings to foreclose the same then the said Joe Eversull 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 5th day of March, A.D. 1923.

State of Iowa,
Guthrie County, ss. On this 5th day of March, A.D. 1923, before me Carl P. Knox, a Notary Public in and for said county, personally came Joe Eversull and Edna L. Eversull, husband and wife, personally to me known to be the identical persons named in and who executed the above instrument as grantors and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes herein expressed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Stuart, Iowa, on the date last above written.

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

**NOTARIAL
SEAL**

Ernest W. Nichols

Filed for record the 1st day of March, A.D. 1923 at

entered, 1-18-23
District Court