

## Mortgage Record, No. 74,

Mary A. Young & C.C. Young)  
to (Mortgage.  
E.T. Dufur )

Filed for record the 17th day of March  
A.D. 1923 at 10/40 o'clock A.M.  
Olive M. Garrison,  
Recorder.  
# 941 Fee \$1.90 ✓

This Indenture, Made the 23rd day of January A.D. Nineteen Hundred and Twenty-three between Mary A. Young and C.C. Young, husband and wife, of Madison County, and State of Iowa, party of the first part and E.T. Dufur of Union County, and State of Iowa, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of Seventeen Thousand Dollars receipt whereof is hereby acknowledged, do hereby sell and convey unto the said party of the second part, successors and assigns, forever the following described real estate, situated in the County of Madison and State of Iowa, to-wit: The Southwest Quarter of Section twenty-eight (28). Except the railroad right of way and the Northwest Quarter of Section Thirty-three (33). Except the railroad right of way, all in Township Seventy-four (74) North, Range Twenty-seven West of the 5th Principal Meridian. To have and to hold the premises above described, with all appurtenances thereunto belonging, unto the said party of the second part, and to successors and assigns forever. The said party of the first part hereby covenants that the above described premises are free and clear of all liens and incumbrances, and we will warrant and defend the title unto the said party of the second part, successors and assigns against the lawful claims of all persons whomsoever, and the said C.C. Young hereby relinquishes his right of dower in the real estate herein mentioned.

This indenture is executed and delivered upon the following conditions: That said first party shall pay to said E.T. Dufur or assigns Seventeen Thousand Dollars, on the 23rd day of July 1923. --Dollars on the ---day of ---192-- Dollars on the ---day of ---192--Dollars on the ----day of----192-- with interest thereon at 5 per cent per annum, payable semi-annually, and eight per cent per annum, payable semi-annually on principal and interest after due, according to the tenor and effect of the one principal note of the said Mary A. Young and C.C. Young, payable to said E.T. Dufur and bearing even date herewith; That said first party shall pay all taxes, and assessments, both general and special, levied upon said real estate, before the same becomes delinquent, and if not so paid, said second party, or assigns, may pay such taxes or assessments; That the said first party shall keep the buildings on said property insured in some insurance company satisfactory to said second party, in the sum of ---Dollars, with the loss, if any, payable to second party, successors or assigns, as his interest may appear, and shall deliver all policies of insurance and renewal receipts to the said second party, and upon failure to do so said second party, or assigns, may maintain such insurance at the expense of said party of the first part; That said first party shall not do any act whereby the value of said mortgaged premises shall be impaired beyond natural wear and tear from ordinary use; That all money paid by second party or assigns for taxes, assessments and insurance shall bear eight per cent interest payable semi-annually and shall become a lien on said real estate under this mortgage; That if said first party fails to pay said interest within twenty days after it becomed due, or to comply with any one of the covenants and agreements hereof, then the whole debt secured hereby shall become due and collectible at once, at the option of the holder hereof; That if suit is commenced to foreclose this mortgage, all costs and expenses in connection therewith, including a reasonable attorney's fee, and cost of abstract, shall be included in the judgment in said proceeding, and it is further agreed that upon the commencement of such proceedings the holder hereof shall be entitled to the immediate possession of said premises, and of rents and income therefrom, either through a receiver or otherwise, the net sum received through said Receivership, or possession, to be applied upon the debt secured hereby, Upon compliance with the foregoing agreements, this obligation shall be void, otherwise, to remain in full force. In testimony whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Mary A. Young,  
C.C. Young.

For Release of annexed Mortgage nos  
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State of Iowa, County of Madison, ss. On this 23rd day of January A.D. 1923, before me personally appeared Mary A. Young and C.C. Young, husband and wife, to me known to be the persons named in, and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

M.G. Bacon,  
Notary Public in and for said County,



Bankers Trust Company)

Filed for record the 23rd day of January 1923

