

# Mortgage Record No. 75, Madison County, Iowa

KOCH BROTHERS, INC. DES MOINES IOWA 517325

E.H. Miller & wife) Filed for record the 22nd day of April A.D., 1924 at 11 o'clock  
to (Mtg. A.M. Olive Garrison Crawford,  
Truro Savings Bank) #1003 Fee \$.80 ✓ Recorder.  
This Indenture, made this 21 day of April A.D. One Thousand Nine Hundred Twenty-four be-

tween E.H. Miller and Lois Miller, his wife, of Madison County, and State of Iowa, of the first part and Truro Savings Bank of Madison County and State of Iowa of the second part, WITNESSETH: That the said parties of the first part for the consideration of the sum of Thirty-five Hundred and no/100 DOLLARS, the receipt whereof is hereby acknowledged do by these presents, bargain, sell and convey unto the said party of the second part, their heirs and assigns forever, the following described real estate, lying and being situated in the County of Madison, State of Iowa, to-wit:

South One-half (1/2) of the Northeast One-fourth (1/4) Section Fifteen (15) Township Seventy-four (74) Range Twenty-six west of the 5 P.M. This mortgage is taken subject to a first Mortgage of Eight Thousand due April 1, 1928. This mortgage becomes due and payable when the farm is sold if before April 21, 1927.

To have and to hold the premises above described with all the appurtenances thereunto belonging unto the said second parties and to their heirs and assigns forever.

The said parties of the first part hereby covenanting that the above described premises are free from all incumbrance, and we will warrant and defend the title unto the said parties of the second part, their heirs and assigns, against all persons whomsoever lawfully claiming the same. Provided always and these presents are upon these express conditions, that if the said E.H. Miller and Lois Miller, heirs, executors or administrators shall pay or cause to be paid to the said Truro Savings Bank, executors, administrators or assigns, the sum of --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 ---day of --19-- Thirty-five Hundred Dollars on the 21 day of April, 1927, with interest thereon at rate of Seven per cent payable annually according to the tenor and effect of the one promissory note of the said E.H. & Lois Miller, payable to Truro Savings Bank bearing even date herewith, then these presents to be void, otherwise to remain in full force.

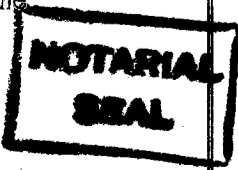
And it is further agreed, if default shall be made in the payment of said sums of money or any part thereof, principal or interest, or if the taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same are delinquent, which taxes may be paid by the said parties of the second part, then the whole indebtedness shall become due and the said parties of the second part, their heirs and 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 or paid by said parties of the second part on said real estate, together with interest at the rate of eight per cent per annum on all taxes and assessments so paid by the second parties of the second part, together with statutory attorney's fees for plaintiff's attorney, out of the aforesaid real estate.

And the grantors herein hereby relinquish all their rights of dower and all their rights under the Homestead laws of Iowa in and to the real estate herein mentioned, subject to the above reservations and conditions. In Testimony Whereof the said parties of the first part have hereunto set our hand and seal the day and year above written.

E.H. Miller (L.S.)  
Lois Miller (L.S.)

State of Iowa, County of Madison, ss.  
On this 21 day of April A.D., 1924, before me personally appeared E.H. Miller and Lois Miller, his wife, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed.

I. E. Holmes,  
Notary Public in and for said County.



For Release of annexed Mortgage see  
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