

Mortgage Record No. 75, Madison County, Iowa

VOCH BROTHERS, INC. DES MOINES 17335

THE PROMISSORY MORTGAGE the said corporation has caused these presents to be executed in

Notary act and deed of said corporation. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Leona Weger, Notary Public.

NOTARIAL SEAL

Joseph H. Duff & wife) Filed for record the 28th day of July A.D., 1924 at 10/35  
to (Mtg. o'clock A.M. Olive Garrison Crawford,  
William Hayes #1495 Fee \$.80 Recorder.

Know All Men by These Presents: That Joseph H. Duff and Ellen M. Duff, husband and wife, of Madison County, and State of Iowa, in consideration of the sum of One Thousand Forty-five and no/100 DOLLARS, in hand paid by William Hayes, of Warren County, and State of Iowa, do hereby sell and convey unto the said William Hayes, the following described premises situated in the County of Madison and State of Iowa, to-wit:

The North Half of the Northwest Quarter of the Southwest Quarter and the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, and that part of the South Half of the Northwest Quarter of said Section 36 described as follows: Beginning at the half mile corner on the west side of Section 36, running thence east to the center of the Section, thence North 41 rods and 9 links, thence west 39 rods and 15 links, thence south one rod and 9 links, thence west to the west line of said Section, thence South to the place of beginning, all in Township 76 North of Range 26, West of the 5th P.M., Iowa, containing 7 1/2 acres, subject to the following mortgages; \$5000.00 to Iowa Loan & Trust Company and \$1800.00 to the Bevington Savings Bank.

And we hereby covenant with the said William Hayes, 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 encumbrances whatsoever, except as set out above, and we covenant and defend the said premises against the lawful claims of all persons whomsoever; and the said Ellen M. Duff 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 Joseph H. Duff and Ellen M. Duff heirs, executors or administrators shall pay or cause to be paid to the said William Hayes, executors and administrators or assigns, the sum of One Thousand Forty-five Dollars on the 1st day of March, 1925.

Dollars on the --- day of ---l---. Dollars on the ---day of ----l---.  
Dollars on the ----day of ---l---. Dollars on the ---day of ----l---.  
Dollars on the ----day of ---l---. Dollars on the ---day of ----l---.  
Dollars on the ---day of ----l---. Dollars on the ---day of ---l---.  
Dollars on the ---day of ---l---. Dollars on the ----day of ---l---/.

thereon with interest at the rate of 7 % according to the tenor and effect of the one promissory note of the said Joseph H. Duff and Ellen M. Duff, payable to William Hayes, bearing date July 25, 1924, then these present to be void, otherwise to remain in full force.

And it is hereby agreed that if the said Joseph H. Duff and Ellen M. Duff allows the taxes to become delinquent upon said property, or permits 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 -- days thereafter; and the mortgagee, his heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Joseph H. Duff and Ellen M. Duff in addition to the amount of said debt, interest and costs, agree to pay to 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 this 25th day of July, 1924.

Joseph H. Duff.  
Ellen M. Duff

Decree of foreclosure of this mortgage entered, Dec 7-1926 in the District Court of Madison County, Iowa, on page 255 record of said Court.  
Filed 31-1926  
Hiram Smith  
Clerk District Court