

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

E. J. Sinn)
to (Mtg.
Likens & Kale)
Truro, Ia.) #2182

Filed for record the 28th day of November A.D.,
1924 at 10:20 o'clock A.M.
Olive Garrison Crawford,
Recorder.
Fee \$.80

For Release of amended Mortgage see
Mortgage Record 82 Aug 200

This Indenture, made this 25 day of November A.D. one thousand nine hundred Twenty Four between E. J. Sin_ and Ida Sinn his wife of Madison County, and State of Iowa of the first part and Likens and Kale 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 Three Hundred fifty and no/100 DOLLARS the receipt whereof is hereby acknowledged do by these presents, bargain, sell and convey unto the said parties of the second part, hteir heirs and assigns, forever, the following described real estate, lying and being situated in the County of Madison State of Iowa, to-wit:

Lots Seven (7) and Eight (8) Block Three (3) Original town of Truro, Iowa.

This mortgage is given subject to a First Mortgage of Twelve Hundred Dollars. 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 part_ 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. J. Sinn heirs, executors or administrators, shall pay or cause to be paid to the said Likens and Kale 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----- Three Hundred Fifty Dollars on the 25 day of November, 1925 with interest thereon at rate of Eight per cent per annum payable annually, according to the tenor and effect of the one promissory note of the said E. J. Sinn payable to Likens and Kale bearing even date herewith November 25, 1925 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 part_ of the second part, then the whole indebtedness shall become due and the said parties of the second parties 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 their hand_ and seal_ the day and year above written.

E. J. Sinn (L.S.)
Ida Sinn (L.S.)

State of Iowa, County of Madison ss: On this 25 day of November A.D. 1924 before me personally appeared E. J. Sinn and Ida Sinn his wife to me personally known to be the identical person_ named in and who executed the foregoing instrument, and acknowledged