

Mortgage Record No. 75, Madison County, Iowa

Lela B. Wolfe ) Filed for record the 1st day of December A.D., 1924  
Glen Wolfe ) at 11:55 o'clock A.M.  
to (Mtg. #2203 Olive Garrison Crawford, Recorder.  
E. S. Gilbert) Fee\$.90 Paul Lucas, Deputy.

This Indenture, made the 1st day of December A.D. Nineteen Hundred and Twenty Four between Lela B. Wolfe and Glen Wolfe, her husband of Madison County, and State of Iowa, party of the first part and E. S. Gilbert of Madison County, and State of Iowa, party of the second part. WITNESSETH: That the said party of the first part, in consideration of Thirty Nine Hundred Thirty Four and No/100 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 Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section Nine (9), Township Seventy Four (74) North, Range Twenty Nine (29), West of the Fifth P.M., Iowa.

TO HAVE AND TO HOLD the premises above described, with all the 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 convenents that the above described premises

*Marie Pibby*  
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KOCH, BROTHERS, INC., DES MOINES 17335

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 Glen Wolfe 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. S. Gilbert or assigns Thirty Nine Hundred Thirty Four and No/100 Dollars, on the 1st day of December 1929 with interest thereon at six 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 Lela B. Wolfe and Glen Wolfe payable to said E. S. Gilbert 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 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 becomes 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 hand the day and year first above written;

Lela B. Wolfe  
Glen Wolfe

STATE OF IOWA, County of Union, ss: On the 1st day of December A.D. 1924 before me personally appeared Lela B. Wolfe and Glen Wolfe, her husband 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.



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