

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES, IOWA 50319

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 due.

J.C.Brittain & wife) Filed for record the 8th day of January A.D.1924, at
to (Mtg. #28 3/30 o'clock P.M.
A.D.Guiberson) Fee \$.80 ✓ Olive M.Garrison,Recorder.
For the Consideration of Twenty-two Thousand Dollars, (\$22000.00), J.C.Brittain and
Mary Brittain,(husband and wife), of Madison County, Iowa, first party, hereby convey
to A.D.Guiberson of Madison County, Iowa, second party, the following real estate, in
Madison County, Iowa, described as follows, to-wit:

The West Half (W $\frac{1}{2}$) of the South West Quarter (SW $\frac{1}{4}$)
(except that part thereof lying South of North Branch) and the South West Quarter (SW $\frac{1}{4}$)
of the North West Quarter (NW $\frac{1}{4}$) of Section No.Twenty-eight (28); and the East Half (E $\frac{1}{2}$)
of the South East Quarter (SE $\frac{1}{4}$)(except that part thereof lying South of North Branch);
and the South East Quarter (SE $\frac{1}{4}$) of the North East Quarter (NE $\frac{1}{4}$) of Section No.Twenty-
nine (29); also commencing at a point 13 rods South of the North West Corner of the
South East Quarter (SE $\frac{1}{4}$) of the North West Quarter (NW $\frac{1}{4}$) of Section No.Twenty-eight
(28) running thence North 13 rods, thence East 13 rods, thence in a Southwesterly di-
rection to place of beginning; all in Township No.Seventy-seven (77) North, Range No.
Twenty-seven (27) West 5th P.M.,Iowa.

The said first party hereby warrant the title against all persons whomsoever, and
hereby convey all dower and homestead rights, and contingent interests therein.

To be void upon condition that said J.C.Brittain and Mary Brittain pay said second
party, or assigns, the sum of Twenty-two Thousand (\$22000.00)Dollars on the 1st day
of January A.D.,1934,with interest thereon, from January 1st,1924,at the rate of 5 per
cent per annum, payable semi-annually, according to the tenor and effect of the one
promissory note of the said J.C.Brittain and Mary Brittain, bearing even date herewith;
principal and interest payable at the office of Shriver & Smalley, in Winterset, Iowa,
with exchange on New York. If said first party shall keep and perform all the agree-
ments of this mortgage, then these presents to be void, otherwise in full force.

This mortgage is given to secure the unpaid portion of the purchase price of the
above described premises. Said first party shall pay, when due, all taxes and assess-
ments upon said property, to whomsoever laid or assessed, and including personal taxes.
First party shall keep all buildings thereon insured to the satisfaction of said sec-
ond party in a sum not less than their insurable value, delivering all policies and

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
1st day of April 1931

Witnessed by Mildred E. Knott, Recorder
A.D. Guiberson

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ROCK BROTHERS, INC., DES MOINES 17335

renewal receipts to said second party, and shall pay, in case of suit, a reasonable attorney's fee, and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party, or assigns, by reason of litigation with third parties to protect the lien of this mortgage. A failure to comply with any one or more of the agreements hereof (including warranty of title), causes the whole debt to at once become due and collectible, if said second party or assigns so elects, and no demand for fulfillment of broken conditions, nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt ^{hereby} secured, or any part thereof, or to foreclose this mortgage, and second party, or assigns, shall be, and hereby is, authorized to take immediate possession of all said property, and to rent the same, and shall be held liable to account to first party only for the net profits thereof, and such possession for said purposes shall continue to the end of the year of redemption. It is also agreed, that the taking possession thereof, as above provided, shall in no manner prevent or retard second party, or assigns, in the collection of said sums by foreclosure or otherwise. All money paid by second party, or assigns, for insurance or taxes shall bear interest at the rate of eight per cent per annum, payable semi-annually, and be a lien on said land under this mortgage.

Dated this 8th day of January, 1924.

J.C. Brittain.
Mary Brittain.

State of Iowa, County of Madison, ss.

On this 8th day of January, A.D. 1924, before the undersigned, a Notary Public in and for said county, personally appeared J.C. Brittain and Mary Brittain (husband and wife) to me personally known to be the identical person named in and who executed the foregoing mortgage as grantors, and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.

A.W. Wilkinson,
Notary Public in and for said County.

Bankers Life Company)

Filed for record the 11th day of January, A.D. 1924.