

Mortgage Record No. 75, Madison County, Iowa

FOUR BROTHERS, INC., DES MOINES 17335

Methodist Episcopal Church (of)
Hanley, Iowa, Des Moines Conf.)

to Home (Trust Bond and Mtg.
The Board of Missions and Church) #53
Extension of the M.E. Church)

Filed for record the 12th day of January,
A.D. 1924, at 5 o'clock P.M.

Olive M. Garrison,
Recorder.

Fee \$1.40 ✓

Dec. 31, 1923

This Indenture, made the 26th day of November in the year of our Lord One Thousand

Nine Hundred and Twenty-three, between the Methodist Episcopal Church of West St Charles, now called Hanley, in the County of Madison and State of Iowa, connected with the Des Moines Annual Conference of the Methodist Episcopal Church, by its Trustees, party of the first part, and the "Board of Home Missions and Church Extension of the Methodist Episcopal Church", incorporated by the Legislature of the State of Pennsylvania, party of the second part: Whereas, the said party of the second part has granted aid to the amount of Two Hundred and Fifty Dollars. Now, Therefore, this Indenture witnesseth that the said party of the first part, in consideration of the above amount, does for itself and its successors, hereby covenant, grant, promise, and agree to and with the said party of the second part, and does hereby become bound unto the said second party as follows: that, in case the said party of the first part shall cease to be connected with the Methodist Episcopal Church, or the corporate existence of the said party of the first part shall cease, or the house of worship is alienated, or the premises herein described is alienated, then, and in such case, the said party of the first part, shall and will forthwith refund to the said party of the second part, the successors or assigns thereof, the said amount with interest thereon at five per cent from the time of receiving it.

This Indenture further witnesseth that the said party of the first part for the better securing the performance by it of the covenant and obligation above mentioned, and the repayment of the said amount with interest thereon from the time of receiving it, to the said party of the second part, in ^{the} case above mentioned, and in consideration of One Dollar paid to said first party, by said party of the second part, the receipt of which is hereby acknowledged, has granted, sold, conveyed and confirmed, and by these presents doth grant, sell, convey and confirm unto the party of the second part, and to its successors and assigns forever, All the following described Real Estate, lying and being situate in the County of Madison and State of Iowa, to-wit:

Lots Twenty (20), Twenty-one (21), Twenty-two (22), and Twenty-three (23) in Block Two (2) of West St Charles, now called Hanley. Together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, ^{remainder and} remainders, rents, issues, and profits thereof: And also all the estate, right, title and interest whatsoever, as well in law as in equity, of the party of the first part, of, in, and to the same, and every part thereof, with the appurtenances: To have and to hold the above granted and described premises, with the appurtenances, unto the party of the second part, its successors and assigns, to its own proper use, benefit and behoof, forever. Provided, always, and these presents are upon this express condition, that the party of the first part, its successors or assigns, shall well and truly keep, perform, and fulfill the covenant and obligation hereinabove contained, and shall, in the case hereinabove provided, well and truly refund unto the said party of the second part the said amount, with interest thereon from the time of receiving it, then these presents and the Estate hereby granted shall cease, determine and be void. And the party of the first part, for itself, its successors and assigns, doth covenant and agree to and with the said party of the second part, that in case the said party of the first part, or its successors, shall cease to be connected with the Methodist Episcopal Church, or the corporate existence of the said party of the first part shall cease, or the house of worship be alienated, that then it shall be lawful for the party of the second part

For Release of annexed Mortgage see
Mortgage Record 83 Page 223

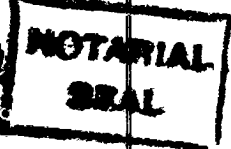
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FOCH, BROTHERS, INC., DES MOINES, IOWA 50319

its successors or assigns, to enter into and upon all and singular, the premises hereby granted, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the party of the first part, its successors or assigns therein, at public auction, according to the act in such cases made and provided. And as the attorney of the party of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser, or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale to retain the said amount herein first above mentioned, and interest thereon as hereinabove provided, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money (if any there shall be) unto the party of the first part, its successors or assigns; which sale so to be made, shall forever be a perpetual bar, both in law and equity against the party of the first part, its successors and assigns, and all other persons claiming or to claim the premises or any part thereof, by, through, or under it. And the said party of the first part further agrees to keep the buildings insured in and by some incorporated Company in good standing against loss or damage by fire in at least the sum of ---Dollars, and will at any time, when required so to do, assign the policy of such insurance to said party of the second part.

In Witness Whereof the said party has by the undersigned lawfully constituted Trustees, being thereto duly authorized according to law, executed this indenture, on the first day and year hereinabove written.
Witness: We require the signatures) A.E.Nixon. P.A.Carter. W.P.Houlette.
of two witnesses.) Ernest E.Parks. Guy W.Carter. R.A.Howard.
Fred Wheeler.

State of Iowa; ss. On this 26th day of November A.D.1923, before me, a Notary Public in and for said County and State, personally came the above named W.P.Houlette, R.A.Howard, Fred Wheeler, P.A.Carter and Guy W.Carter, known to me to be the persons whose names are subscribed, and trustees as recited in the foregoing Indenture, and as such duly authorized according to law to execute the same, and Acknowledged that they executed the same for the purpose therein mentioned, as the voluntary act and deed of the aforesaid Methodist Episcopal Church of Hanley, Iowa.
H.A.Mueller, Notary Public



This Certificate is to be signed by Counsel after the execution and recording of the within. I, Leo C.Percival, Attorney and Counsellor-at-law, residing in Winterset, in the State of Iowa, do hereby certify that the within Indenture has been executed, acknowledged, and recorded according to law, that the records show that the title to the property within mentioned is fully vested in the party of the first part, and that the property is free and clear from all legal encumbrance and liability, whatever, excepting this Indenture. This mortgage has not yet been recorded.
Leo C.Percival,
Attorney-at Law.
Dated December 20th, 1923.

the 14th day of January A.D.1924. at 11

shall repay to said grantee, its successors or assigns, at the times and in the manner as hereinafter specified. all sums advanced in payment of taxes on said premises.