

# Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES, IOWA 50319

Bankers Life Company ( )

Filed for record the 11th day of April A.D. 1924 at

Frank N. McVay & wife) Filed for record the 12th day of April A.D. 1924 at 10/30  
to (Mtg. #924 o'clock A.M. Olive Garrison Crawford, Recorder.  
Nancy J. Bacon ) #924 Fee \$.80 Adelaide Nicholson, Deputy.

This indenture, Made the 1st day of March A.D., Nineteen Hundred and Twenty Four between Frank N. McVay and Bessie McVay, husband and wife, of Madison County, and State of Iowa, party of the first part and Nancy J. Bacon of Clarke County, and State of Iowa, party of the second part. WITNESSETH: That the said party of the first part, in consideration of Five Hundred 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 South Ten (10) acres of the East Half of the Southeast Quarter of Section Thirty Four (34), Township Seventy Four (74) North, Range Twenty Nine (29), West of the Fifth Principal Meridian.

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 covenants that the above described premises 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 Bessie McVay hereby relinquishes her 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 Nancy J. Bacon or assigns Five Hundred and No/100 Dollars, on the 1st day of March, 1925, with interest thereon at 7 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

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said Frank N. McVay and Bessie McVay payable to said Nancy J. Bacon 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.

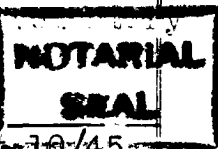
That said first party shall not do any act whereby the value of said mortgaged premises shall be impaired beyond natural wear and tear from ordinary use. That all money paid by second party or assigns for taxes, assessments and insurance shall bear eight per cent interest payable semi-annually and shall 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 <sup>hereby</sup> secured 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 the 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. Frank N. McVay.  
Bessie McVay.

State of Iowa, County of Union, ss.

On the 18<sup>th</sup> day of March A.D., 1924 before me personally appeared Frank N. McVay and Bessie McVay, husband and wife; 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.

Clarence Hausz,  
Notary Public in and for said  
County,



Marv M. Lane & husb.) Filed for record the 14th day of April A.D. 1924, at 10/45  
Clarence Hausz, Notary Public