

Mortgage Record, No. 78, Madison County, Iowa

J. M. Killam )  
to (Mortgage  
A.E.Sayre Exr. )  
Will E. Sayre Est.) #1468

Filed for record the 6th day of June A.D.,  
1925 at 3:00 o'clock P.M.  
Gladys B. DeVault, Recorder.  
Paul Lucas, Deputy.  
Fee \$.80

KNOW ALL MEN BY THESE PRESENTS: That J. M. Killam of Warren County and State of Iowa, in consideration of the sum of Three Hundred and Fifty DOLLARS in hand paid by A. E. Sayre Exr. Will E. Sayre Estate of Warren County and State of Iowa, do hereby SELL and CONVEY unto the said A. E. Sayre Executor Will E. Sayre Estate the following described premises situated in the County of Madison and State of Iowa, to-wit:

North Half of North West Quarter of the North East Quarter of Section Twenty Five (25) in Township Seventy four (74) North Range Twenty Six (26) west fifth P.M. Iowa.

And I hereby covenant with the said A. E. Sayre Executor that I hold said premises by title in fee simple, that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatever.

And I Covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

And the said..... hereby relinquish.....right of dower in and to the above premises; PROVIDED always and these presents are upon this express condition, that if the said J. M. Killam his heirs, executors, or administrators, shall pay, or cause to be paid to the said A. E. Sayre, Executor or his executors and administrators or assigns, the sum of Three Hundred Fifty DOLLARS, on the 1st day of March 1925.

with interest at 6 per cent per annum, payable annually, according to the tenor and effect of one promissory note of the said J. M. Killam payable to A. E. Sayre, Executor Will E. Sayre's Est. bearing date March 1<sup>st</sup> 1924, then these presents to be void, otherwise to remain in full force.

With Option to pay \$.....  
IS

AND IT, HEREBY AGREED that if the said J. M. Killam allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, the note secured hereby shall become due and payable in thirty days thereafter; and the Mortgagee his heirs or assigns may proceed to at once to foreclose this Mortgage. In case it becomes necessary to commence proceedings to foreclose the same, then the said J. M. Killam in addition to the amount of said debt, interest and cost, agrees to pay the Mortgagee herein named, or to pay assignee of the Mortgagee herein, a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed and delivered this.....day of.....1924.

EXECUTED IN THE PRESENCE OF

J. M. Killam

State of Iowa, Madison County, ss: On this 10<sup>th</sup> day of March, 1924, before me a Notary Public in and for said County, personally came J. M. Killam to me personally known to be the identical person whose name is affixed to the foregoing instrument

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FIOLAR & CHAMBERS CO., DAVENPORT, IOWA

as grantor and acknowledged execution of the same to be his voluntary act and deed.

Witness my hand and official seal on the date last above written.

I. E. Holmes  
Notary Public.



E. S. Gilbert    C. H. Gilbert )

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