

Mortgage Record, No. 78, Madison County, Iowa

upon the commencement of such proceedings the holder hereof shall be entitled to the

H. F. Fox & wife )  
to (Mortgage  
M. E. Fox )  
#1502

Filed for record the 12th day of June  
A.D., 1925 at 10:00 o'clock A.M.  
Gladys B. DeVault, Recorder.  
Paul Lucas, Deputy.

Fee \$ .90

KNOW ALL MEN BY THESE PRESENTS: THAT H. F. Fox and Sadie V. Fox, husband and wife of the County of Adair and State of Iowa, in consideration of the sum of Seven Hundred Fifty and no/100 (\$750.00) DOLLARS, in hand paid, do hereby sell and convey unto M. E. Fox of the County of Adair State of Iowa the following described premises, situated in the County of Madison State of Iowa, to-wit:

An undivided one-twelfth interest in and to Lots Number Two (2) Three (3), Five (5), Eight (8), Nine (9) and Ten (10) of the Sub-Division of Lots Number Eleven (11), Twelve (12) and Thirteen (13) of Hutchings Addition to the City of Winterset, Iowa, Madison County.

and which the said first parties represent to belong to them under legal title.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, to the said M. E. Fox and to her heirs and assigns forever:

PROVIDED, always, and these presents are upon the express condition that if the said H. F. Fox and Sadie V. Fox, their heirs, executors, administrators or assigns shall pay or cause to be paid to the said M. E. Fox, her heirs, executors, administrators or assigns the sum of Seven Hundred Fifty and no/100 (\$750.00), the same being divided into two notes dated one May, 1922 for the amount of \$350.00 and the other June, 1922, for the amount of \$400.00 with interest thereon at the rate of ..... per cent per annum, until the same is fully paid, according to the tenor and effect of the notes and interest notes of said H. F. Fox and Sadie V. Fox bearing even date with these presents, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of the non-payment by the said party of the first part, or their heirs, executors or administrators, of the said interest or principal, or any part thereof, for the space of thirty days after the same becomes due, or on ....failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent or to further secure said notes by insurance of buildings on said land in the sum of \$..... in a stock company approved by mortgagee, or if any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable.

*Witnessed by Gladys B. DeVault, Recorder, by Paul Lucas, Deputy*

*This mortgage having been paid in full, I hereby release and discharge, the same of record, this 18th day of Jan. 1926*

*M. E. Fox*

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FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all leins, encumbrances, taxes or assessments, and agrees to pay all taxes or assessments, that shall be taxed or assessed on said premises, from date hereof until the said sum shall be fully paid, as aforesaid.

IT IS ALSO AGREED, that in case of default in any respect so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver, with the usual power to take and to hold such rents and profits for the benefit of the plaintiff and subject to the order of the court. Cancellation hereof to be at mortgagor's expense.

And the said Sadie V. Fox hereby relinquishes her right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 15th day of June A.D. 1922.

H. F. Fox  
Sadie V. Fox

STATE OF IOWA, Adair County, ss: On this 11th day of June A.D. 1925, before me John Haagensen, Clerk District Court in and for said County, personally appeared H. F. Fox and Sadie V. Fox to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and Seal of office the day and year last above written.

(SEAL OF DISTRICT COURT)

John Haagensen  
Clerk Dist. Court in and for Adair County, Iowa.

Filed for record the 15th day of