

Mortgage Record, No. 78, Madison County, Iowa

Margaret Gettys)
 to (Mortgage
 The Truro Savings Bank,)
 Truro, Iowa.)#2403 Fee\$.80

Filed for record the 3rd day of November
 A.D. 1925 at 9:50 o'clock A.M.
 Gladys B. DeVault, Recorder.
 Paul Lucas, Deputy.

This Indenture, made this 2nd day of October A.D. one thousand nine hundred twenty five between Margaret Gettys, unmarried of Madison County, and State of Iowa of the first part and The Truro Savings Bank, of Truro of Madison County, and State of Iowa of the second part, WITNESSETH: That the said part__ of the first part for the consideration of the sum of One Thousand and no/100 DOLLARS the receipt whereof is hereby acknowledged do by these presents, bargain, sell and convey unto the said party of the second part, their heirs and assigns, forever, the following described real estate, lying and being situated in the County of Madison, State of Iowa, to-wit:

The North Fractional Half of the Northwest Quarter(N.frt. $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Two (2); and the North Twenty-five (25) Acres of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Three (3), all in Township Seventy-four (74) North Range Twenty Six (26), West of Fifth Principal Meridian, containing 124 acres more or less.

Decree of foreclosure of this mortgage entered, Dec 8-1926 in the District Court of Madison County, Iowa, on page 257-Record of said court.
 Dec 31 1926
 Dawn Smith
 Clerk District Court.

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This mortgage is given subject to a First Mortgage of Fifty Eight Hundred Dollars payable to The Travelers Insurance Company, Due October 1, 1930.

To have and to hold the premises above described with all the appurtenances thereunto belonging unto the said second party and to their heirs and assigns forever. The said party of the first part hereby covenanting that the above described premises are free from all incumbrance, and she will warrant and defend the title unto the said parties of the second part their heirs and assigns, against all persons whomsoever lawfully claiming the same, PROVIDED always and these presents are upon these express conditions, that if the said Margaret Gettys heirs, executors or administrators, shall pay or cause to be paid to the said The Truro Savings Bank executors, administrators or assigns, the sum ofDollars, on the.....day of.....,19...Dollars, on the....day of....19.....Dollars, on the.....day of.....,19...Dollars, on the....day of....19.....Dollars, on the.....day of.....,19... thereon One Thousand Dollars on the 1st day of October, 1928 with interest, at rate of 6 1/2 per cent per annum, payable annually according to the tenor and effect of the one promissory note of the Margaret Gettys payable to The Truro Savings Bank bearing date October 1, 1925 then these presents to be void, otherwise to remain in full force.

And it is further agreed, if default shall be made in the payment of said sums of 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 delinquent, which taxes may be paid by the said part__ of the second part, then the whole indebtedness shall become due, and the said parties of the second part their heirs and assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note together with all interest and costs, and all taxes and assessments accrued or paid by said parties of the second part on said real estate, together with interest at the rate of eight per cent per annum on all taxes and assessments so paid by the second parties of the second part, together with statutory attorney's fees for plaintiff's attorney, out of the aforesaid real estate.

And the grantors herein hereby relinquish all their rights of dower and all their rights under the Homestead laws of Iowa in and to the real estate herein mentioned, subject to the above reservations and conditions.

In Testimony Whereof the said party of the first part has hereunto set her hand and seal the day and year above written.

Margaret Gettys (L.S.) (L.S.)

State of Iowa, County of Madison, ss: On this 16th day of October A.D. 1925 before me personally appeared Margaret Gettys, unmarried to me personally known to be the identical person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be her voluntary act and deed.

C. C. Kale Notary Public in and for said County.

