

Mortgage Record, No. 78, Madison County, Iowa

NOTARIAL
SEAL

Harry Credille
Notary Public
My Commission Expires June 11, 1929.

R. E. Phillips et al)
to) Real Estate Mortgage A.D. 1925 at 1:15 o'clock P.M.
J.W.Likens) #2482 Fee\$.90 Gladys B. DeVault, Recorder.
Paul Lucas, Deputy.

This Indenture, made this 26 day of August A.D. One thousand nine hundred twenty five between R.E.Phillips, J.W.Fulton, A.A.Dudney, T.E.Muselman, R.I.Muselman, N.N.Jones, Henry Frank, W.A.Porter, W.A.Sawhill, D. Bierma, E.M.Husted, Edwin G. Phillips, G.A. Foster, Laura Dudney and A.H.Benner of Madison County, and State of Iowa of the first part and J.W.Likens of Madison County and sate of Iowa of the second part, Witnesseth:

That the said parties of the first part for the consideration of the sum of Eight 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, his heirs and assigns, forever, the following described real estate, lying and being in the County of Madison State of Iowa, to-wit:

Lots Twelve (12) and Thirteen (13) Block Eight (8) the Original town of Truro, Iowa.

To have and hold the premises above described with all the appurtenances thereunto belonging unto the said second party and to his heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from all incumbrance, and we will warrant and defend the title unto the party of the second part his 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 R.E.Phillips, J.W.Fulton, A.A.Dudney, T.E.Muselman, R.I.Muselman, N.N. Jones, Henry Franks, W.A.Poretr, W.A.Sawhill, Bierma D, E.M.Husted, Edwin G.Phillips, G.A.Foster, Laura Dudney and A.H.Benner heirs, executors or administrators, shall pay or cause to be paid to the said J.W.Likens executors, administrators or assigns, the sum of Five Hundred Dollars on the First day of September, 1926, and Five Hundred Dollars on the First day of September, 1927 and Seven Thousand Dollars on the First day of September 1928 with interest thereon at rate of Six per cent according to the tenor and effect of the one Promisory nots of the said R.E.Phillip, J.W.Fulton, A.A. Dudney, T.E.Muselman, R.I.Muselman, N.N.Jones, Henry Franks, W.A. Porter, W.A.Sawhill, D. Bierma, E.M.Husted, Edwin G. Phillips, G.A. Foster and Laura Dudney and A.H.Benner payable to J.W.Likens bearing the even date herewith then these presents to be void, otherwise to remain in full force.

And it is furtehr agreeq, if default shall be made in the payment of said sums of the said 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 sameare delinquent, which taxes may be paid by the said party of the second part, then the whole indebtiness shall become due, and the said party of the second part heirs and assigns may proceed by foreclosure, or in any other lawful mode, to make

For Release of Annexed Mortgage see
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For Assignment of Annexed Mortgage see
Mortgage Record 88 Page 189

For Assignment of Annexed Mortgage see
Mortgage Record 83 Page 105

Bank of America
National Trust Savings Assoc.
Jesse Likens
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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

the amount of the said note together with all interest and costs, and all taxes and assessments accrued or paid by said party or second part on the 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 party of the second part, together with statutory attorney's fees for plaintiff's attorney, out of the aforesaid real estate.

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

This mortgage is given as a renewal of a certain mortgage made to J.W.Likens on the same property, dated August 27, 1920 for Eighty five hundred Dollars.

In testimony Whereof the said parties of the first part have hereunto set their hand and seal the day and year above written.

R. E. Phillips
J. W. Fulton
A. A. Dudley
T. E. Muselman
R. I. Muselman
N. N. Jones
Henry Frank
W. A. Porter

W. A. Sawhill
D. Bierma
E. M. Husted
Edwin G. Phillips
G. A. Foster
Laura Dudley
A. H. Benner

State of Iowa, County of Madison, ss: On this 26 day of August A.D. 1925 before me personally appeared, R.E.Phillips, J.W.Fulton, A.A.Dudley, T.E.Muselman, R.I.Muselman, N.N.Jones, Henry Franks, W.A.Porter, W.A.Sawhill, D. Bierma, E.M.Husted, Edwin G. Phillips, G.A.Foster, Laura Dudley and A. H. Benner, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged the execution of same to be their voluntary act and deed.

M. S. Creger
Notary Public in and for Madison County, Iowa.
My commission expires July 4, 1927.

