

Mortgage Record, No. 78, Madison County, Iowa

Ida S. Smith and Geo. Z. Smith)
 to (Mortgage
 Cass Pindell)
 #2661 Fee\$.80 ✓

Filed for record the 14th day of Decem-
 ber A.D. 1925 at 10:05 o'clock A.M.
 Gladys B. DeVault, Recorder.
 Paul Lucas, Deputy.

Know all Men by these Presents: That We Ida S. Smith and George Z. Smith Husband and wife of the County of Guthrie State of Iowa, in consideration of the sum of Five Thousand and four Hundred (\$5400.00) DOLLARS, in hand paid, do hereby sell and convey unto Cass Pindell of the County of Madison State of Iowa, the following described premises situated in the County of Madison State of Iowa, to-wit:

The undivided one third (1/3) of one hundred and Sixty acres (160) as follows:
 East one half of the South East one fourth (1/4) of Section five (5) and the West one half of the South West one fourth (1/4) of Section four (4) All in Township Seventy four North, range twenty nine West of the fifth P.M.

The intention being to convey thereby 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 thereunto belonging unto the said Cass Pindell and to his heirs and assigns forever: Provided, always, and these presents are upon the express conditions that if the said Ida S. Smith ----- their executors or administrators, shall pay or cause to be paid to the said Cass Pindell his heirs, executors, administrators or assigns, the sum of Fifty four Hundred Dollars on the 24 day of Oct. 1923

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with interest thereon at the rate of Eight per cent per annum, according to the tenor and effect of the one promissory note of said Ida S. Smith and George Z. Smith bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And it is also further agreed by the Mortgagor that if it becomes necessary to foreclose this Mortgage, a legal amount shall be allowed as attorney's fees, and be taxed as part of the cost of foreclosing.

And the said George Z. Smith hereby relinquishes his right in and to the above described premises.

Signed this 24 day of Oct. A.D. 1921.

Ida S. Smith
 Geo. Z. Smith.

STATE OF IOWA, Madison County, ss: On this 24 day of Oct. A.D. 1921 before me personally appeared George Z. Smith and Ida S. Smith 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.

W. P. Love
 Notary Public in and for said County.

**NOTARIAL
 SEAL**

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 1st day of April 1926

Witnessed by Gladys B. DeVault Recorder