

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

Jacob H. Lenocker, and wife)	Filed for record the 7th day of March A.D.
to	1925 at 8:30 o'clock A.M.
Lydia A. Lenhart.	Gladys B. DeVault, Recorder.
(Mortgage	Paul Lucas, Deputy.
)	
#635	Fee\$.90

For Release of amended Mortgage see
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KNOW ALL MEN BY THESE PRESENTS: That Jacob H. Lenocker and Jessie P. Lenocker, his wife of the County of Dallas and State of Iowa, in consideration of the sum of Four Thousand & No/100 DOLLARS, in hand paid, do hereby sell and convey unto Lydia A. Lenhart of the County of Guthrie State of Iowa the following described premises, situated in the County of Madison State of Iowa, to-wit:

THE South - east Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6) and the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8), all in Township Seventy-six (76) North, Range Twenty-nine (29) west of the fifth P.M. in Madison County, Iowa.

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 Lydia A. Lenhart and to her heirs and assigns forever:

PROVIDED, always, and these presents are upon the express condition that if the said Jacob H. Lenocker & Jessie P. Lenocker their heirs, executors, administrators or assigns shall pay or cause to be paid to the said Lydia A. Lenhart her heirs, executors, administrators or assigns the sum of Four Thousand & No/100 DOLLARS on March 1, 1930 with interest thereon at the rate of 5 per cent per annum, until the same is fully paid, according to the tenor and effect of the principle and interest notes of said Jacob H. Lenocker and Jessie P. Lenocker 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 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 their failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same have shall become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$.....in a stock company approved by mortgagee, or if

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any of the statements herein made shall at any time prove untrue, then the whole principal sum and interest shall become due and payable.

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 liens, incumbrances, taxes or assessments, and agrees to pay all 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 powers to take and 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 Jessie P. Lenocker hereby relinquishes right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 23rd day of February A.D., 1925.

Jacob H. Lenocker
Jessie P. Lenocker

STATE OF IOWA, Dallas County, ss: On this 23rd day of February A.D., 1925, before me a Notary Public in and for said County, personally appeared Jacob H. Lenocker and Jessie P. Lenocker, his wife to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as grantor 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.

Harry R. Lenhart
Notary Public in and for said County.



Union -Davenport Trust & Savings Bank)

Filed for record the 10th day of March 1925 at 4.15