

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

AUGUST C. MARQUARDT.)
BERYL MARQUARDT)
to (Mortgage
AMANDA MARQUARDT)#647

Fee\$.90 /

Filed for record the 7th day of March
A.D. 1925 at 11:10 o'clock A.M.
Gladys B. DeVault, Recorder.
Paul Lucas, Deputy.

Know all Men by These Presents: That August C. Marquardt and Beryl Marquardt (Husband and wife) of Madison County, and State of Iowa in consideration of the sum of Five Thousand Seven Hundred Seventy (\$5770.00) DOLLARS, in hand paid by Amanda Marquardt of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said Amanda Marquardt the following described premises, situated in the County of Madison and State of Iowa to-wit:

The East Two-thirds (2/3) of the South-west Quarter of Section Three (3) in Township Seventy-seven (77) North, Range Twenty-seven (27), West of the Fifth Principal Meridian, Madison County, Iowa.

And we hereby covenant with the said Amanda Marquardt that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever; and we covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever; and the said Beryl Marquardt hereby relinquish her right of dower in and to the above described premises:

PROVIDED, always, and these presents are upon this express condition, that if the said August C. Marquardt and Beryl Marquardt heirs, executors or administrators shall pay or cause to be paid to the said Amanda Marquardt executors and administrators or assigns the sum of Five Thousand Seven Hundred Seventy Dollars on the First day of

March, 1928.....Dollars on the....day of...190....Dollars on the..day of...190....
.....Dollars on the....day of...190....Dollars on the..day of...190....

Shall pay or cause to be paid to the said Amanda Marquardt with interest thereon @ 5% per annum FROM Mar. 1, 1925 according to the tenor and effect of the one promissory note of the said August C. Marquardt and Beryl Marquardt payable to Amanda Marquardt bearing even date herewith, then these presents to be void, otherwise to remain in full force.

And it is hereby agreed that the said August C. Marquardt and Beryl Marquardt shall keep the buildings on said property insured in a good and reliable company, to be selected by said mortgagee, in the sum of Two Thousand#----DOLLARS.

The said first party further agrees that the said second party, at any time during the existence of this indebtedness, or any part thereof, and until the same is fully paid, shall have full power, and is hereby authorized, as attorney in fact of said party to pay all liens of any kind, either prior or subsequent, that may in any manner affect the title to the land herein conveyed, and for the repayment of all moneys so paid, with interest thereon from the date of such payment, at the rate of Six per cent per annum, payable semi-annually, this indenture shall be security, in like manner and with like affect, as for the payment of said notes.

And it is hereby further agreed that if the said August C. Marquardt and Beryl Marquardt allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in Sixty days thereafter; and the mortgagee, her heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said August C. Marquardt and Beryl Marquardt in addition to the amount of said debt, interest, and costs, agree to

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pay the mortgagee herein named, or to any assignee of the mortgagee herein a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed and delivered this 21st day of February, 1925.

August C. Marquardt
Beryl Marquardt

State of Iowa, Dallas County, ss: On this 21st day of February A.D. 1925, before me personally appeared August C. Marquardt and Beryl Marquardt (Husband and wife) 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.

Clarence Dunn
Notary Public in and for Dallas County, Iowa.



P.M.