

Mortgage Record, No. 78, Madison County, Iowa

and the said Jos. J. Brus and Smith Blackman acknowledged said instrument to be the voluntary act and deed of said Corporation.

Hermine L. Engelbach
Notary Public, Scott County, Iowa.

**NOTARIAL
SEAL**

J. W. Smith, single) Filed for record the 13th day of March A.D., 1925
to (Mortgage at 10:40 o'clock A.M.
W. N. Williams) Gladys B. DeVault, Recorder.
#742 Fee\$.80/ Paul Lucas, Deputy.

KNOW ALL MEN BY THESE PRESENTS: THAT J. W. Smith, single of the County of Madison and State of Iowa, in consideration of the sum of Eleven hundred and no/100 DOLLARS, in hand paid, do hereby sell and convey unto W. N. Williams of the County of Madison State of Iowa the following described premises situated in the County of Madison State of Iowa, to-wit:

The East half of the South East quarter ($E\frac{1}{2}$ of $SE\frac{1}{4}$) of Section twenty five (25) Twp seventy four (74) North, Range 29 West of the 5th P.M. Madison County, Iowa and the Northwest one fourth of the Southwest one fourth of Section Thirty (30) Twp. 74 North Range Twenty eight (28) West of the 5th P.M. Madison County, Iowa, containing in all 113.31 acres more or less according to government survey.

and which the said first party represents to belong to him 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 W. N. Williams and to his heirs and assigns forever;

PROVIDED, always, and these presents are upon the express condition that if the said J. W. Smith, his heirs, executors, administrators or assigns shall pay or cause to be paid to the said W. N. Williams heirs, executors, administrators or assigns the sum of Eleven hundred and no/100 Dollars with interest thereon at the rate of 5 and $\frac{3}{4}$ per cent per annum, until the same is fully paid, according to the tenor and effect of the note and coupon interest notes of said J. W. Smith 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 the non-payment by the said party of the first ^{part,} or his 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 his failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have 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 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 leins, encumbrances, 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

For Release of annexed Mortgage see
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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

therein shall be entitled to the appointment of a receiver, with the usual power to take and to 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.... . . .hereby relinquishes..... right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this first day of March A.D. 1925.

Witnesses to signature
W. C. Grandfield
Witness
J. O. Weitgenant
Witness

his
J. W. X Smith
mark

STATE OF IOWA, Union County, ss: On this 7th day of March A.D. 1925, before me J. A. Beecher a Notary Public in and for said County, personally appeared J. W. Smith to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto as grantor and acknowledged that he executed the same as his voluntary act and deed.

MADE under my hand and Seal of office the day and year last above written.

J. A. Beecher
Notary Public in and for Union County, Iowa.



Edward ...