

Mortgage Record, No. 78, Madison County, Iowa

Pearl Brauer)
to (Mortgage
C.O.Clements, Guardian) Fee\$.80 #1008 ✓
Filed for record the 16th day of April A.D.,
1926 at 11:50 o'clock A.M.
Gladys B. DeVault, Recorder.

THIS INDENTURE, made the 8th day of April A.D. nineteen hundred and Twenty six between Pearl Brauer (a widow) of Mahaska County, and State of Iowa of the first part, and C.O.Clements Guardian of Madison County, and State of Iowa of the second part, WITNESSETH: That the said party of the first part, for the consideration of Thirteen hundred & 00/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto tre said party of the second part his heirs and assigns, forever, the following described Real Estate, lying and being situated in the County of Madison and State of Iowa, to-wit:

Blocks Nine (9) and Ten (10), Taylors Addition to the Town of Earlham, Iowa.

To Have and To 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 party of the first part hereby covenanting that the above described premises are free from any encumbrance, and will WARRANT and DEFEND the title unto the said party of the second part his heirs and assigns against all persons whomsoever lawfully claiming the same. Provided always, and these presents are upon this express condition, that if the said Pearl Brauer, her heirs, executors or administrators, shall pay, or cause to be paid, to the said C.O.Clements, Guardian, his executors and administrators, or assigns, the sum of Thirteen hundred & 00/100 Dollars, on the 1st day of March 1931Dollars, on the.....day of....19.....Dollars, on the....day of....19...Dollars, on the.....day of....19.....Dollars, on the....day of....19... with interest thereon according to the tenor and effect of the one Promissory Note of the said Pearl Brauer payable to C.O.Clements Guardian bearing even date herewith, then these presents to be void, otherwise to remain in full force.

And it is Further Agreed, if default shall be made in the payment of said sums of 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 same are due and payable, then the whole indebtedness shall become due, and the said party of the second part his heirs and assigns, may proceed, by foreclosure or in any other lawful mode, to ^{make} the amount of said note together with all interest and costs, and all taxes and assessments accrued on said Real Estate, together with Statutory Fees for the Plaintiff's Attorney, out of the aforesaid Real Estate.

And ----- wife of the said ----- hereby relinquishes her right of dower in the Real Estate herein mentioned, subject to the above reservations and conditions.

IN TESTIMONY WHEREOF, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Pearl Brauer (L.S.)
(L.S.)

STATE OF IOWA, Mahaska County, ss: On this 8 day of April A.D., 1926 before me Roy C. Rich, a Notary Public in and for said County, personally appeared Pearl Brauer, to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto and acknowledged that she executed the same as her voluntary act and deed.

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

Roy C. Rich
Notary Public in and for said County.
My Com. Expires July 4-1927.



This Mortgage having been paid in full, I hereby release and discharge the same of record, this 21st day of June 1939

*W. J. Guiber
For Assignment of Unlevered Mortgage see
Mortgage Record 82 Page 358*

Witnessed: Pearl E. Shetterly Recorder