

## Mortgage Record, No. 78, Madison County, Iowa

Notary Public, Warren County, Iowa.

H. R. Woodward )  
to (Mortgage  
Ida Woodward )  
#1511 Fee \$1.00 ✓

Filed for record the 1st day of July A. D.,  
1926 at 10:45 o'clock A.M.  
Gladys B. DeVault, Recorder.  
Paul Lucas Deputy.

KNOW ALL MEN BY THESE PRESENTS: That H.R. Woodward (husband) of the County of Cass and State of Iowa, party of the first part, in consideration of Six Thousand DOLLARS, the receipt whereof is hereby acknowledged in hand paid by Ida Woodward (wife) of the County of Cass and State of Iowa, party of second part, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part her heirs and assigns forever the following described real estate, lying and being situated in the County of Madison and State of Iowa, to-wit:

The South East quarter of Section Eighteen (18) and the North half (N $\frac{1}{2}$ ) of the South West quarter of section Seventeen (17) township seventy four (74) North, Range Twenty Six (26) containing 240 acres.

Subject to mortgage of record in the sum of Ten Thousand dollars.

TO HAVE AND TO HOLD the premises above described with all the appurtenances thereunto belonging unto the said second party and to her heirs and assigns forever. The said party of the first part hereby covenants that the above described premises are free

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FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

from any incumbrances except as above stated and that he will WARRANT and DEFEND the title unto the said party of the second part her 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 H.R.Woodward his heirs, executors, administrators, or assigns shall pay the said Ida Woodward heirs, executors, administrators, or assigns the sum of Six thousand Dollars, on the 23<sup>rd</sup> day of April 1931.

..... Dollars, 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 payable semi-annually at the rate of 5 per cent per annum according to the tenor and effect of the one promissory note of said H.R.Woodward payable to Ida Woodward or order, and bearing date Apr. 23<sup>rd</sup> 1926 then these presents to be void, otherwise to remain in full force.

The grantors herein further agree to keep the buildings on said foregoing described premises insured against fire and lightning and windstorms tornadoes and cyclones to the amount of --- ----- DOLLARS in some company satisfactory to the grantee herein, his executors, administrators, or assigns and payable in case of loss to such grantee, his executors, administrators or assigns, as his or their interest may appear; the grantors also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof, shall become delinquent, In default of the grantors to provide such insurance or to pay such taxes or assessments when due then the grantee herein, his executors, administrators or assigns may procure such insurance, or may pay such taxes or assessments or either, and shall receive 8 per cent interest payable semi-annually, on all such payments from the date thereof and this mortgage shall stand as security for all such payments for insurance, taxes, assessments or interest thereon as above, and all unpaid interest <sup>hereunder</sup> or upon any such default of the grantors herein to provide such insurance, pay such taxes or assessments or any interest thereon, or of the principle or any part thereof, or either, when due, the grantee, his executors, administrators, or assigns may declare the whole sum hereunder remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney. All unpaid interest shall bear 8 per cent interest per annum, payable semi-annually from the time when due.

And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom, for payment of Mortgaged debt including attorney's fees and receiver's costs and expenses, and may discharge the usual duties of receiver. And said ----- hereby relinquishes --- right of dower in the foregoing described real estate, subject to the above reservations and conditions.

Signed by the party of the first part, this 23 day of Apr. 1926.

H. R. Woodward.

STATE OF IOWA, Cass County, ss: On this 23 day of April A.D. 1926, before me H.M.

Booman, a Notary Public in and for said County, personally appeared H.R.Woodward 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, <sup>and</sup> seal of office the day and year last above written.

H. M. Booman  
 Notary Public in and for said County.

NOTARIAL  
 SEAL