

Mortgage Record, No. 78, Madison County, Iowa

For Release of annexed Mortgage see
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Clyde R. Dennis, Single)
to)
Jacob F. Blackman, Trustee) #2188
W.B. Kenyon Estate) Fee \$1.00 ✓

Filed for record this 23rd day of October A.D.
1926, at 11:05 o'clock A.M.
Gladys B. DeVault, Recorder

Notary Public in and for Guthrie
County, Iowa.

THIS INDENTURE, made and executed this 23rd day of October Nineteen Hundred and twenty-six by and between Clyde R. Dennis, single, of the County of Madison and State of Iowa, party of the first part, and Jacob F. Blackman, as Trustee of the Last Will and Testament of W.B. Kenyon, deceased, late of the County of Guthrie and State of Iowa party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of Five Thousand and No/100 DOLLARS paid by said second party, the receipt where of is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said second party his successor and assigns, forever, the following

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

described real estate, situated in Madison County, Iowa, to-wit:

The South Seventy-eight (78) Acres of the West Half of the Southeast Quarter of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-nine (29), West of the 5th P.M. Madison County, Iowa.

Section No...30..in Township No...76..North, Range No...29...West Fifth Principal Meridian, containing...acres, to have and to hold forever.

The said first party represents and covenants that he has good right to sell and convey said premises; that they are free from incumbrances and that he will WARRANT AND DEFEND the same against the lawful claims of all persons whomsoever.

And the said first party hereby releases and conveys all rights of dower and homestead in said premises. This instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST. Said Clyde R. Dennis promises to pay said Jacob F. Blackman, Trustee of W.B. Kenyon Estate, or order Five Thousand and No/100 DOLLARS with interest thereon from March 1st 1927, until paid, at the rate of 5 percent, payable annually on the 1st day of March in each year, according to the terms of his One promisory note and five interest coupons attached.

SECOND. Said first party further agree that interest due and unpaid shall draw interest at 8 per cent and that all taxes and assessments, either general or special, levied upon said premises shall be paid before delinquent, as also any personal tax which may become a lien on said premises; and if not so paid the holder of this mortgage may declare the whole amount herein secured due, or he may, if so elects, pay said taxes and assessments and shall be entitled to interest at 8 per cent thereon, for all of which this mortgage shall stand as security.

THIRD. Said first party further agrees to keep said premises in as good repair as they now are or may be placed at any future time.

FOURTH. Said first party agrees that in the event of failure to pay either interest or principal within thirty days after due, or to perform or comply with any of the conditions or agreements herein, that the whole sum secured hereby may become due and collectible at once at the election of the holder hereof, which election may be manifested by the beginning of suit hereon, and not otherwise.

FIFTH. In the event of the beginning of a suit to foreclose this mortgage, or to enforce any of its terms, a reasonable attorney's fee and all expenses, including abstract of title, or continuation thereof, shall be taxed by the court and included in the judgment and in the decree, if no foreclosure. And in the event of such default the holder of this mortgage is hereby authorized and empowered, if he so elects, to take immediate possession of said premises, by attorney or agent, and to rent the same, and he shall be held liable to account to the mortgagors only for the net profits thereof; and said right of possession and to rent shall continue until the right of redemption has expired and sheriff's deed made upon the sale or foreclosure, unless the full amount, with costs and expenses, is paid before.

All the foregoing conditions, covenants and agreements being fully performed, this conveyance to be void otherwise to be of full force and effect.

IN TESTIMONY WHEREOF, the party of the first part have hereunto set his hands the day and year first above written.

Clyde R. Dennis

State of Iowa, Guthrie County, ss: BE IT REMEMBERED, That on this 23rd day of October A.D., 1926, before the undersigned, a Notary Public in and for said County and State,

personally appeared Clyde R. Dennis to me personally known to be the identical person

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whose name is affixed to the foregoing mortgage as mortgagor and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and seal the day and year above written.



C. L. Beech
Notary Public in and for Guthrie County, Iowa.

Capital City State Bank