

Mortgage Record, No. 78, Madison County, Iowa

County, Iowa.

Ray V. Eyerly & wf.)
to
Ethel Wilder

(Mortgage
)#2525 Fee \$.80 ✓

Filed for Record December 17, 1926
at 11:20 o'clock A.M.
Gladys B. DeVault, Recorder.
By Alberta Lucas, Deputy.

KNOW ALL MEN BY THESE PRESENTS: That Ray V. Eyerly and Mable M. Eyerly (Husband & Wife) of Madison County, State of Iowa, in consideration of Nine Hundred Fifty & no/100 Dollars in hand paid by Ethel Wilder of Union County, State of Iowa do hereby Sell and Convey unto the said Ethel Wilder the following described real estate situated in Madison County, State of Iowa, to-wit:

Out Lots four (4) and five (5) in Lee's Addition to the Town of Macksburg, Madison County, Iowa.
Section.....Township.....North, Range.....West 5th. P.M.Containing...acres.

And we hereby covenant that we is... lawfully seized of said premises; that they are FREE FROM INCUMBRANCE.

That we have good right and lawful authority to sell and convey the same; and do hereby covenant to WARRANT AND DEFEND the said premises, and appurtenances thereto belonging against the lawful claims of all persons whomsoever.

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And the said Mable M. Eyerly hereby relinquishes all right of dower in and to the above described premises.

Provided always, that these presents are upon the express condition, that if said Ray V. Eyerly & Mable M. Eyerly, their heirs, executors or administrators, shall pay or cause to be paid to the said Ethel Wilder, her executors, administrators or assigns, the sum of Nine Hundred Fifty & no/100 Dollars, as follows, to-wit:

Five Hundred & no/100 Dollars, Payable March 1st, 1929
Four Hundred Fifty & no/100 Dollars, Payable March 1st, 1931
.....Dollars, Payable191..

With interest on all of said sums at the rate of 6 per cent. per annum, until paid, payable annually, according to the tenor and effect of two promissory notes of the said Ray V. Eyerly & Mable M. Eyerly payable to Ethel Wilder bearing date Dec. 1st A.D. 1926, then these presents to be void; otherwise to remain in full force. (Option is given to pay any or all at any interest payment date)

It is expressly understood that the Mortgagor shall keep all buildings on said premises insured for two-thirds their value in a responsible company for the benefit of the Mortgagee, and shall pay all taxes and assessments on said premises before they become delinquent, and failing so to do, the Mortgagee may effect such insurance and pay such taxes and assessments, and this Mortgage shall stand as security for said amounts so paid with eight per cent interest thereon.

And it is further agreed that if default shall be made in the payment of said sums of money or any part thereof, principal or interest, for the space of thirty days after the same becomes due and payable, or if the taxes assessed upon the above described real estate shall become delinquent, then the whole indebtedness shall become due, and the said Mortgagee, or his legal representatives or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said notes, together with all interest and costs, the expense of an abstract of title to said premises up-to-date of foreclosure, and all taxes and assesments accrued on said premises, together with a reasonable fee for plaintiffs attorney out of said real estate.

Signed this 15th day of December A.D. 1926

IN PRESENCE OF:

Ray V. Eyerly
Mable M. Eyerly

STATE OF Iowa, COUNTY OF Madison, SS: On this 15th day of December A.D. 1926, before me Eugene Wilson a Notary Public within and for said county, personally appeared Ray V. Eyerly and Mable M. Eyerly (husband and wife) to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS My Hand and Official Seal on the Date Last Above Written.

Eugene Wilson
Notary Public in and for Madison County Iowa.

NOTARIAL
SEAL

For Release of annulled Mortgage see
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