

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

W. T. Berry )  
to (Mortgage Deed  
Bessie Abbott )#2594 Fee \$.90 ✓

Filed for record the 29th day of Decem-  
ber A.D. 1926 at 11:35 o'clock A.M.  
Gladys B. DeVault, Recorder  
Alberta Lucas, Deputy.

KNOW ALL MEN BY THESE PRESENTS: That Kate BERRY and W. T. Berry her husband of the County of Madison, and State of Iowa for the consideration of the sum of Five Hundred and no/100 DOLLARS hereby convey to Bessie Abbott of the County of Multnomah, and State of Oregon, the following described Real Estate in the County of Madison and State of Iowa, to-wit:

The West Fifteen Acres of the Southeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Eleven (11) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa. Containing in all Fifteen Acres, more or less, with all appurtenances thereto belonging.

And he warrant the title of the same against all persons whomsoever.

THIS CONVEYANCE TO BE VOID, if the said mortgagor pays or cause to be paid to the said mortgagee, or her assigns the sum of Five Hundred and no/100 DOLLARS as follows: \$100.00 on the first day of March 1927 with interest at eight per cent. and \$100.00 on the first day of March of each and every year thereafter until the total amount shown above is fully paid with interest. with privilege to pay \$100.00 or any multiple thereof on any interest date or upon thirty days written notice.

For which sum and interest he has given his promissory notes of date October 15, 1926. The interest above specified to be paid annually, and all interest in arrears to draw eight per cent.

IT IS PROVIDED, HOWEVER, That said mortgagor shall, while any part of said principal or interest remains unpaid, pay all taxes on said mortgaged property before they become delinquent and he shall keep the buildings thereon insured to the satisfaction of the mortgagee, and the policy payable in case of loss, to the holder thereof, as his interest may then appear and in case of his failure to comply with either of these provisions, the holder hereof may, at his option, cause such tax to be paid and insurance to be affected, and may thereupon add the amount so paid by him to the next sum falling due and shall have the above rate of interest thereon from the time of payment until repaid.

IT IS PROVIDED, That if said mortgagor should fail to pay installments of principal and interest as they fall due, or neglect or refuse to pay the taxes or effect the insurance as above provided for, for more than thirty (30) days, then the holder hereof may, at his option, without giving notice, consider the principal and interest and the amount paid by him for taxes and insurance on said premises, due and payable, and may, without delay, proceed to foreclose this mortgage.

AND IT IS FURTHER PROVIDED, That in any action that may be brought for any sum

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due under the provisions of this mortgage by the holder hereof he shall be entitled to recover of the maker hereof a reasonable sum as attorney's fees, to be fixed by the court, and the expense of abstract of title preparatory to foreclosure.

AND IT IS SPECIFICALLY PROVIDED, That this mortgage shall be a lien upon said above described premises for the full and complete performance of all stipulations contained herein.

IT IS FURTHER EXPRESSLY AGREED, That in case action is brought for foreclosure of this mortgage, the mortgagee is hereby authorized to take immediate possession of said property and to rent the same, and shall be liable to account to said mortgagor only for the net profits thereof. And for said purpose a receiver for said premises and rents and profits thereof may be appointed by the court or judge thereof.

Witness my hand and seal this 15 day of October 1926.

Kate Berry  
W. T. Berry

State of Iowa, Madison County, SS: On this fifteenth day of October A.D. 1926 before me, a Notary Public in and for said county, personally appeared Kate BERRY and W. T. Berry her husband to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed to the above deed as grantor and acknowledged that he executed the same, as his voluntary act and deed.

Witness my hand and Notary seal the day and year last above written.

H. A. Mueller  
Notary Public in and for said county.

NOTARIAL  
SEAL