

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

Raymond A. Jones )  
to (Mortgage  
Sherman Baker )  
#447

Filed for record the 27th day of February A.D.  
1926 at 4:30 o'clock P.M.  
Gladys B. DeVault, Recorder.  
Paul Lucas, Deputy.

Fee \$.50

THIS INDENTURE, Made the 27th day of February A.D. Nineteen Hundred Twenty Six between Raymond A. Jones, (unmarried) et al of Madison County, and State of Iowa of the first part, and Sherman Baker of Madison County, and State of Iowa of the second part, WITNESSETH: That the said party of the first part, for the consideration of Five Thousand DOLLARS, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the 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:

The North half ( $N\frac{1}{2}$ ) of the North West Quarter ( $NW\frac{1}{4}$ ) of Section Twenty Eight (28) Township Seventy five (75) North, in Range Twenty Seven (27) West of the 5 P.M. Iowa. TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belong<sup>ing</sup> unto the said second part 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 incumbrances, and he will Warrant and Defend the Title unto the said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claim<sup>ing</sup> the same; PROVIDED ALWAYS, and these presents are upon this express condition that if the said Raymond A. Jones et al heirs, executors, or administrators, shall pay or cause to be paid, to the said Sherman Baker his executors, and administrators or assigns the sum of Five Thousand Dollars, on the 1st day of March 1927. with interest thereon from March 1st, 1926 according to the tenor and effect of the one promissory note of the said Raymond A. Jones et al payable to Sherman Baker bearing date February 27th 1926 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 or 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 a reasonable fee for plaintiff's attorney, out of the aforesaid real estate.

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

Raymond A. Jones (L.S.)  
(L.S.)

STATE OF IOWA, Madison County, ss: Be it remembered, that on the 27th day of February A.D. 1926 before the undersigned, Notary Public in and for said County, came Raymond A. Jones (unmarried) to me personally known to be the identical person whose name is subscribed to the foregoing deed as grantor, and acknowledged the instrument to be his voluntary act and deed, and that he executed the same for the purposes herein mentioned.

Witness my hand Notarial ----- the day and year above written.

J. P. Steele  
Notary Public.



*Witnessed by Gladys B. DeVault Recorder*  
*Sherman Baker*  
*This Mortgage having been paid in full, I hereby release and discharge the same of record, this day of March 1927*

For Release of annexed Mortgage see Mortgage Record Page