

Mortgage Record, No. 78, Madison County, Iowa

NOTARY PUBLIC.

H. E. Perkins and Wife) Filed for record the 5th day of March A.D. 1926.
to (Mortgage at 10:40 o'clock A.M.
D. D. Shacklett) #540 Fee\$1.00 Gladys B. DeVault, Recorder.

THIS INDENTURE, Made the 23 day of February 1926, between H.E.Perkins and Maud Perkins, his wife of Warren County, and State of Iowa, of the first part, and D.D.Shacklett, of Warren County, and State of Iowa, of the second part; Witnesseth; that the said party of the first part, for the consideration of Six Thousand Ninety five DOLLARS the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part, forever, the following described real estate, situated in the County of Warren, and State of Iowa, to-wit:

The Southeast quarter of the Northwest quarter(SE 1/4 NW 1/4) and the West 107 1/2 rods of the Southwest quarter (SW 1/4) of Section 22, and the West 107 1/2 rods of the North half of the Northwest quarter (N 1/2 NW 1/4) of Section 27, in Township Number 74, Range 28, Except one (1) acre in the Northwest Corner of the Southeast 1/4 of the Northwest 1/4 of Section 22 and the East 52 1/2 rods of the South 85 feet, thereof Containing 199.25 acres more or less.

To have and to hold the premises above described with all the appurtenances thereunto belonging, unto the said second part, forever. The said party of the first part hereby covenanting that the above described premises are free from any incumbrances except a prior mortgage of Fifteen Thousand DOLLARS, payable to Bankers Life Insurance Co. Des Moines, Ia. and said mortgagors will warrant and defend the title unto said second part, forever, against the claims of all persons whomsoever; provided always (and these presents are upon this condition) that if the said first part, shall pay or cause to be paid to the said second part, the sum of the following notes, of date -----19----- and due as follows, to-wit: One for Six thousand Ninety five Dollars on the First day of March 1931.One for.....Dollars, on the....day of....19..One for...Dollars, on the-day of...19....One for ...Dollars, on the..day of..19.. according to the tenor and effect of said promissory notes of the said first party, payable to said second party; also any renewals or re-renewals of said notes; also any other notes signed, endorsed or guaranteed by said party of the first part payable to said second party or renewals or re-renewals thereof, with interest as provided in said notes; then these presents to be void, otherwise in full force and effect. The total amount secured by this mortgage shall not, however, exceed the sum above stated in the consideration clause hereof, and the exact amount of which may be ascertained at any time by inquiry of the president or cashier of The First National Bank of Indianola, Iowa, at the office of said bank during banking hours.

It is agreed that if the said first party shall fail to perform any of the agreements or conditions imposed in said prior mortgage, or in this mortgage, or if the taxes which are a lien on said land are not paid before they are delinquent, then the indebtedness secured hereby shall become due and payable at once at the election of the holder of this mortgage which election shall be manifested by the commencement of an action on the notes or to foreclose this mortgage and not otherwise. It is also agreed that the holder hereof may at any time pay any liens on said land which are senior to the lien of this mortgage, including taxes and insurance.

For Release of amended Mortgage see Mortgage Record 81 Page 465

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

mortgage, and for any amount so paid he shall have interest at eight per cent per annum, payable annually, and a lien therefor on said land under this mortgage and on foreclosure of the same shall receive judgment therefor, and a reasonable attorney fee, and a reasonable fee for abstract of title in case of foreclosure, all of which shall ^{be} taxed as part of the judgment and included in the decree of foreclosure, in case of foreclosure proceedings said second party or assigns may take immediate possession of said land and account only for the net rents and profits.. Said taking possession shall in no way retard collection or foreclosure. Said mortgagors severally relinquish all right of dower and homestead in the real estate herein described, subject to the above conditions. All covenants herein are binding upon the heirs, administrators, executors, successors or assigns of either party.

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

H. E. Perkins
Maud Perkins

STATE OF IOWA, WARREN COUNTY, SS: On this 23 day of February A.D., 1926, before me personally appeared H.E.Perkins and Maud Perkins, his wife to me personally known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Carl H. Lane
Notary Public in and for Warren County, Iowa.

NOTARIAL
SEAL

Filed for record the 5th day of March A.D. 1926