

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

FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

J. H. DeVault) Filed for record the 9th day of April A.D.,  
 to (Mortgage 1926 at 10:15 o'clock A.M.  
 S. P. Barnett) #939 Fee\$.70 ✓ Gladys B. DeVault, Recorder.

For the Consideration of Five Thousand DOLLARS J.H.DeVault of Dexter, Madison County, Iowa, first party, hereby conveys to S.P.Barnett of Adair County Iowa, second party, the following real estate, situated in Madison County, Iowa, described as follows:  
 to-wit: West half of the South-east quarter and the East twenty-three (23) acres of the South one hundred and three (103) acres of the South-West quarter of Section Thirty (30), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M., Iowa.

The said first parties hereby warrant the title against all persons whomsoever, covenant that these premises are free and clear of all liens and encumbrances and severally release all rights of dower and homestead in the same.

To be void upon condition that said J.H.DeVault pay said second party or assigns, Five Thousand DOLLARS On or before Jan. 31st 1936 with interest at Five per cent per annum, payable annually, Optional payments of \$100. or multiple thereof granted on interest due dates according to one note of even date herewith, with eight per cent

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per annum after maturity, payable at the office of the FIRST NATIONAL BANK, Stuart, Iowa.

Said first party shall not suffer waste, shall pay all taxes and assessments upon said property to whomsoever laid or assessed, and including personal taxes, before delinquent; and shall keep buildings thereon insured to the satisfaction of said second party in the sum of ----- dollars, delivering all policies and renewal receipts to second party, and shall pay, in case of suit, a reasonable attorney's fee and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A failure to comply with any one of the agreements hereof causes the whole debt to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of broken conditions nor notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage; and said second party or assigns may take immediate possession of said land and account for only the net profits. Said taking possession shall in no way retard collection or foreclosure.

All money paid by said second party or assigns for insurance or taxes shall bear interest at the rate of eight per cent per annum, payable semi-annually, and be a lien on said land under this mortgage.

Dated this Seventh day of April 1926.

J. H. DeVault

STATE OF IOWA, County of Guthrie, ss: On this 7th day of April A.D. 1926, before the undersigned, a Notary Public in and for said county, personally appeared J.H. DeVault husband and wife, to me personally known to be the identical person whose name is affixed to the foregoing mortgage as grantor and acknowledged said instrument and the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal, by me affixed the day and year last above written.

NOTARIAL  
SEAL

C. L. Beech  
Notary Public, Guthrie County, Iowa.

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