

Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN & CO., WATERLOO, IOWA—NO. 8051

Geo. D. Pace & wife)
 to) Mortgage
 Albert B. Pace) Fee \$.60

Filed for record the 13th day of April
 A. D. 1927, at 1:20 o'clock P.M.

Gladys B. DeVault,
 Recorder.

#1059 ✓

KNOW ALL MEN BY THESE PRESENTS: THAT George D. Pace and Maude E. Pace, (Husband and Wife), of the County of Madison, and state of Iowa, in consideration of the sum of Twenty-five Hundred and no/100 DOLLARS in hand paid, do hereby SELL AND CONVEY unto Albert B. Pace, of the County of Cass, and State of Iowa, the following described premises, situated in the County of Madison, and State of Iowa, to-wit:

The West Half of the South - east Quarter, and the East Forty-three acres of the South Half of the North-east quarter, All in Section Thirty, (30) Township Seventy-four (74) North Range Twenty-nine (29) West of the 5th P.M.

The intention being to convey hereby an absolute title, in fee simple, including all the rights of homestead, to have to hold the premises above described, with all of the appurtenances thereto belonging, unto the said Albert B. Pace, and to his heirs and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said George D. Pace and Maude E. Pace, heirs, executors or administrators shall pay or cause to be paid to the said Albert B. Pace, or his heirs, executors, administrators or assigns the sum of Twenty-five Hundred and no/100 Dollars Dollars at Burt Redick's office Creston, Ia, on or before the first day of March 1932. 192

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Dollars, on the..... ..day of.....192....

payable with interest thereon at the rate of five per cent, per annum, payable semi-annually and until the same is fully paid, according to the tenor and effect of the one promissory note of said George D. Pace and Maude E. Pace, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment by the said parties of the first part, or their heirs, executors or administrators, of the said interest or principal or any part thereof, at the time the same becomes due or a failure on their part to pay the taxes of any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be committed, any waste upon said premises or shall allow the same to diminish in value through any act or omission upon their part, then in case of the occurrence of either of said events, the whole principal sum and interest shall become due and payable.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing.

And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings, to be applied in payment of the sum above mentioned.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from the date hereof, until the sum shall be fully paid as aforesaid.

And the said Maude E. Pace does hereby relinquishes all her right of dower in and to the above described premises.

Farmers Savings Bank, Mason, Ia.
 For Assignment of annexed Mortgages see
 Mortgage Record 82 Page 272
 For Release of annexed Mortgages see
 Mortgage Record 82 Page 272

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Signed this 17th day of March 1927. A. D., 192...

Geo. D. Pace

Maude E. Pace

STATE OF IOWA, Union County, ss: On this 17 day of March A.D., 1927, before me Howard W. Brown a Notary Public in and for said County, personally came Geo. D. Pace and Maude E. Pace to me personally known to be the identical persons whose names ---- affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal, at Creston, Iowa on the day and date last above written.

Howard W. Brown
Notary Public.

