

Mortgage Record, No. 81, Madison County, Iowa

FRANK FERGEMANN & CO., WATERLOO, IOWA—NO. 6031

George E. Hamilton :
To Mortgage.
A. R. Tate : #1155 Fee \$

Filed for record on the 25th day of
April A. D. 1927 at 2:40 P. M.
Gladys B. De Vault, Recorder.

George W. Marston and wife, :
To Real Estate Mortgage. Filed for record on the 25th day of
Allen M. Hadley, Executor : #1133 Fee \$1.80 April A. D. 1927 at 10:45 A. M.
Gladys B. De Vault, Recorder.

THIS INDENTURE, Made the 1st day of April, A. D. nineteen hundred twenty-seven between George W. Marston and Flora E. Marston, his wife, of Warren County, and State of Iowa of the first part, and Allen M. Hadley, Executor of Dallas County, and State of Iowa of the second part, WITNESSETH: That the said parties of the first part, for the consideration of Five Thousand & No/100 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 successors and assigns, forever, the following described Real Estate, lying and being situated in the County of Madison and State of Iowa, to-wit:-

The East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the Fifth P. M. in Madison County, Iowa.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging including homestead, unto the said second party, and his successors and assigns forever. The said part of the the first party hereby covenanting that the above described premises are free from any incumbrance, and we will WARRANT and DEFEND the title unto the said party of the second part, his successors assigns, against all persons whomsoever lawfully claiming the same. Provided always, and these presents are upon this express condition, that if the said George W. Marston and Flora E. Marston, their heirs, executors or administrators shall pay or cause to be paid to the said Allen M. Hadley, Executor, his successors or assigns, the sum of One Thousand & No/200 Dollars, on the 1st day of April 1935.

Four Thousand & No/100 Dollars, on the 1st day of April 1937.

(Option to pay \$1000.00 or multiple thereof on third interest paying date, and any interest paying date thereafter, hereby granted.)

with interest there on according to the tenor and effect of the Coupon Promissory Notes of the said George W. Marston and Flora E. Marston payable to Allen M. Hadley, Executor, bearing date even herewith then these presents to be void, otherwise to remain in full force.

AND IT IS EXPRESSLY AGREED, That said Mortgagor shall, while any part of his debt remains unpaid, neither permit or commit any waste on said premises; shall pay all taxes

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Mortgage Record, No. 81, Madison County, Iowa

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

company, up to a reasonable amount payable in case of loss to the holder of this Mortgage as his interest may appear.

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 one month after the same are due and payable, or if said Mortgagor shall fail to keep the buildings on said premises insured up to a reasonable amount, payable in case of loss, to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, and said part of the second part, his successors or assigns, may proceed by foreclosure or in any other ^{lawful} means, to make the amount of said notes, together with all interest and costs, and all taxes and assessments accrued on said Real Estate, together with a reasonable fee for the plaintiff's attorney; out of the aforesaid Real Estate.

AND IT IS ALSO AGREED, That if the Mortgagor neglect to pay taxes, or to effect insurance, the holder hereof may pay said taxes or effect said insurance, adding the amount so paid to the sum next falling due with interest thereon at 8 per cent until repaid.

And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fees and receiver's costs and expenses, and may discharge the usual duties of receiver.

And Flora E. Marston wife of the said George W. Marston hereby relinquishes her right of dower in the Real Estate herein mentioned, subject to the above reservations and conditions.

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

George W. Marston. (L. S.)

Flora E. Marston (L. S.)

STATE OF IOWA,
ss:
Warren County,

On this 11th day of April A. D., 1927, before me, a Notary Public in and for said County, personally appeared George W. Marston and Flora E. Marston, his wife, to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as Mortgagor and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

**NOTARIAL
SEAL**

Harry L. Browne.
Notary Public in and for said County.

Federal Land Bank of Omaha

Filed for record on the 21st day of