

Mortgage Record, No. 81, Madison County, Iowa

Ira Kingery :
 Anna C. Kingery : Mortgage.
 To : #1187 Fee \$.90 ✓
 Willard Loehr :

Filed for record on the 2ⁿ day of May, A. D.
 A. D. 1927 at 11:00 A. M.
 Gladys B. De Vault, Recorder.

THIS INDENTURE, Made the 29th day of April A. D. Nineteen Hundred and Twenty Seven between Ira Kingery and Anna C. Kingery, husband and wife, of Madison County and State of Iowa, party of the first part and Willard Loehr of Madison County and State of Iowa, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of Twenty Five Hundred and No/100 DOLLARS, receipt whereof is hereby acknowledged, do hereby sell and convey unto the said party of the second part, successors and assigns, forever the following described real estate, situated in the County of Madison and State of Iowa, to-wit:

The South Half of the Southeast Quarter of Section Twenty (20), and the North Half of the Northeast Quarter of Section Twenty Nine (29), all in Township Seventy Four (74) North, Range Twenty Eight (28) West of the Fifth Principal Meridian.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereon to belonging, unto the said party of the second part, and to successors and assigns forever. The said party of the first part hereby covenants that the above described premises are free and clear of all liens and incumbrances, and we will warrant and defend the title unto the said party of the second part, successors and assigns against the lawful claims of all persons whomsoever, and the said Anna C. Kingery hereby relinquishes her right of dower in the real estate herein mentioned.

This indenture is executed and delivered upon the following conditions:

That the said first party shall pay to said Willard Loehr or assigns Twenty Five Hundred Dollars, on the 29th day of April, 1932 with interest thereon at five per cent per annum, payable annually, and eight per cent per annum, payable annually on principal and interest after due, according to the tenor and effect of the one principal note of the said Ira Kingery and Anna C. Kingery payable to said Willard Loehr and bearing even date herewith:

That the said first party shall pay all taxes, and assessments, both general and special, levied upon said real estate, before the same becomes delinquent, and if not so paid, said second party, or assigns, may pay such taxes or assessments;

That said first party shall not do any act whereby the value of said mortgaged premises shall be impaired beyond natural wear and tear from ordinary use;

That all money paid by second party or assigns for taxes, assessments and insurance shall bear eight per cent interest payable semi-annually and shall become a lien on said real estate under this mortgage.

That if said first party fails to pay said interest within twenty days after it becomes due, or to comply with any one of the covenants and agreements hereof, then the whole debt secured shall become due and collectible at once, at the option of the holder hereof;

That if suit ^{is} commenced to foreclose this mortgage, all costs and expenses in connection therewith, including a reasonable Attorney's fee, and cost of abstract, shall be included in the judgment in said proceeding, and it is further agreed that upon the commencement of such proceedings the holder hereof shall be entitled to the immediate possession of said premises, and of rents and income therefrom, either through a Receiver or otherwise, the net sum received through said Receivership or possession to be applied upon the debt secured hereby.

Upon compliance with the foregoing agreements, this obligation shall be void, otherwise to remain in full force.

In testimony whereof, the said parties of the first part have hereunto set their hand

For Release of annexed Mortgage see Mortgage Record 83 Page 48

For Assignment of Annexed Mortgage see Mortgage Record 80 Page 510

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JENKINS-FERGEMANN & CO., WATERLOO, IOWA—NO. 6051

the day and year first above written.

Ira Kingery.

Anna C. Kingery.

STATE OF IOWA, ss;
Union County,

On the 29th day of April, A. D. 1927, before me personally appeared Ira Kingery and Anna C. Kingery husband and wife to me known to be the persons named in, and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

M. G. Bacon.
Notary Public in and for said County.

Ivy l. Mason