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Mortgage Record, No. 81, Madison County, Iowa

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

instrument to be the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

NOTARIAL
SEAL

H. B. Moeller
Notary Public in and for
Scott County, Iowa.

Lon E. Smith

to

Willard Loehr

Fee \$.75 ✓
#1799

Filed for record August 17, 1927, at
4:00 o'clock P. M.

Gladys B. DeVault, Recorder.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, Lon E. Smith and Jennie M. Smith, Husband and Wife, of Madison County, State of Iowa, in consideration of Five thousand seven hundred forty & no/100 Dollars, in hand paid by Willard Loehr, of Madison County, State of Iowa, do hereby Sell and Convey unto the said Willard Loehr, the following described real estate situated in Madison County, State of Iowa, to-wit:

The North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$)
of Section Twenty (20) in Township Seventy-four (74), North Range
Twenty-eight (28), West of the 5th P. M.

Section 20, Township 74 North, Range 28, West 5th P. M. Containing 80 acres.

And we hereby covenant that we are lawfully seized of said premises; that they are
FREE FROM INCUMBRANCE.

That we have good right and lawful authority to sell and convey the same; and do
hereby covenant to WARRANT AND DEFEND the said premises, and appurtenances thereto belong-
ing against the lawful claims of all persons whomsoever.

And the said Jennie M. Smith hereby relinquishes all right of dower in and to the
above described premises.

Provided always, that these presents are upon the express condition, that if said
Lon E. Smith and Jennie M. Smith, their heirs, executors or adminisirators, shall pay or
cause to be paid to the said Willard Loehr, executors, administrators or assigns, the sum
of Five Thousand Seven Hundred forty Dollars, as follows, to-wit: \$5740.00 Dollars, Payable
July 1st, 1932.

With interest on all of said sums at the rate of 5 per cent per annum, until paid,
payable annually, according to the tenor and effect of one promissory note of the said
Lon E. Smith & Jennie M. Smith payable to Willard Loehr bearing date June 29th, A. D.,
1927, then these presents to be void; otherwise to remain in full force.

It is expressly understood that the Mortgagor shall keep all buildings on said
premises insured for two-thirds their value in a responsible company for the benefit of
the Mortgagee, and shall pay all taxes and assessments on said premises before they become
delinquent, and failing so to do, the Mortgagee may effect such insurance and pay such
taxes and assessments, and this Mortgage shall stand as security for said amounts so paid
with eight per cent interest thereon.

And it is further agreed that if default shall be made in the payment of said sums of
money or any part thereof, principal or interest, for the space of thirty days after the
same becomes due and payable, or if the taxes assessed upon the above described real estate
shall become delinquent, then the whole indebtedness shall become due, and the said
Mortgagee, or his legal representatives or assigns, may proceed by foreclosure, or in any
other lawful mode, to make the amount of said notes, together with all interest and costs,
the expense of an abstract of title to said premises up to date of foreclosure, and all
taxes and assesments accrued on said premises, together with a reasonable fee for plain-
tiff's attorney out of said real estate.

Signed this 29th day of June, A. D., 1927.

Lon E. Smith
Jennie M. Smith

This mortgage having been paid in full, I hereby release and dis-charge the same of record, this 6th day of March, 1928.
Witnessed by Gladys B. DeVault, Recorder, By Evelyn M. Knott, Deputy
Willard Loehr