

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

NOTARY PUBLIC.

John C. Ehernberger, :
 To : Mortgage
 Iowa State Savings Bank, : #487 Fee .80.
 of Creston, Iowa.

Filed for record on the 26th day of
 February A. D. 1927 at 1:00 P. M.
 Gladys B. De Vault, Recorder.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, John C. Ehernberger, a Widower of Douglas County, and State of Nebraska, in consideration of the sum of Eight Thousand DOLLARS in hand paid ~~DO~~ hereby SELL AND CONVEY unto IOWA STATE SAVINGS BANK OF CRESTON, IOWA of UNION ~~AND NEBRASKA~~ County, and State of Iowa, the following described premises situated in UNION AND MADISON County, and State of Iowa, to-wit:-

The Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5) Township Seventy-Three (73), and the South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-Two (32) of Township Seventy-Four (74) North, all in Range Twenty-Nine (29), West of the Fifth Principal Meridian (5PM)

The intention being to convey hereby an absolute title in fee simple including all the rights of homestead and dower.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging unto the said John C. Ehernberger and to his heirs and assigns, forever, provided always, and these presents are upon the express condition that if the said John C. Ehernberger his heirs, executors, administrators or assigns shall pay or cause to be paid to the said IOWA STATE SAVINGS BANK OF CRESTON, IOWA their heirs, executors, administrators or assigns the sum of Eight Thousand Dollars, payable as follows, to-wit: EIGHT THOUSANDDollars on the...FIRST.....day of MARCH....1932. with interest thereon at Five per cent per annum, payable Semi-annually, according to the tenor and effect of the One promissory note with interest coupons attached of said John C. Ehernberger bearing even date with these presents, and shall pay all

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taxes and assessments levied upon said real estate, and all other taxes levied and assessments levied upon this mortgage, or the note which this mortgage is given to secure, before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$1000.00 loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED (1) That if the said mortgagor shall fail to pay such taxes or procure such insurance, the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at...Seven.... per cent shall be repaid by said mortgagor, and this mortgage shall stand as security for the same. (2) That failure to pay any of said money, either principal or interest, when the same becomes due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectable at once at the option of the mortgagee.

Signed this First day of February A. D. 1927.

In Presence of John C. Ehernberger.
J. F. Powers.

STATE OF NEBRASKA,
DOUGLAS COUNTY, SS.

On this first day of February A. D. 1927 before me, the undersigned, J. F. Powers a Notary Public, duly commissioned and qualified for and residing in said county, personally came John C. Ehernberger, widower to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be his voluntary act and deed.

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

NOTARIAL
SEAL

J. F. Powers
Notary Public.

My Commission expires the day of 192...