

Mortgage Record, No. 82, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 21144-25

JOHN HOSKINS

to
Martha Stuart

#1293
Fee \$7.70 ✓

MORTGAGE

Filed for record the 21 day of
April, A. D., 1928, at 10:55
o'clock A. M.
Gladys B. DeVault, Recorder,
Ercell M. Knott, Deputy.

KNOW ALL MEN BY THESE PRESENTS:

That John Hoskins and Edith Hoskins, his wife, of Madison County, and State of Iowa, in consideration of the sum of Nine Thousand and no/100 Dollars, in hand paid by Martha Stuart of Polk County, and State of Iowa, do hereby Sell and Convey unto the said Martha Stuart, the following described premises situated in the County of Madison and State of Iowa, to-wit:

Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), Township
Seventy-seven (77) North, Range Twenty-eight (28) West of the
5th P. M., Iowa.

Subject to a mortgage of \$19,000.

And we hereby covenant with the said Martha Stuart that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Edith Hoskins hereby relinquishes her right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said John Hoskins, his heirs, executors or administrators, shall pay or cause to be paid to the said Martha Stuart, assigns, the sum of Nine Thousand Dollars, on the 3rd day of November, 1932, with interest thereon according to the tenor and effect of the one promissory note of the said John Hoskins and Edith Hoskins, payable to Martha Stuart, bearing date Nov. 3rd, 1927, then

Mortgage Record, No. 82, Madison County, Iowa

these presents to be void, otherwise to remain in full force.

And it is hereby agreed, that if the said John Hoskins allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if he fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in __ days thereafter; and the mortgagee her heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said _____ in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 2nd day of March, 1928.

John Hoskins

Edith Hoskins

STATE OF IOWA, Madison County) ss:

On this 2nd day of March, A. D., 1928, before me personally appeared John Hoskins and Edith Hoskins, his 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.

W. H. Williams
Notary Public in and for
said county.

NOTARIAL
SEAL