

Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA, NO. 9231

✓ Fred Madson

to

J. M. Owen

#749
Fee \$.80 ✓Filed for record the 7 day of March,
A. D., 1928, at 4:55 o'clock P. M.Cladys B. DeVault, Recorder,
Ercell M. Knott, Deputy.

MORTGAGE

THIS INDENTURE, Made the 29th day of February, A. D., 1928, between Fred Madson of Wright County and State of Iowa of the first part, and J. M. Owen of Polk County, and State of Iowa, of the second part, WITNESSETH: That the said party of the first part, for the consideration of Thirty-five Hundred 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 heirs and assigns forever, the following described real estate, lying and being situated in the County of Madison and State of Iowa, to-wit:

The South West Quarter of the South West Quarter of Section Two (2) and the East Half of the North East Quarter of Section Ten (10) all in Township Seventy-seven (77) North, Range Twenty-six (26) West of 5th P. M., Iowa.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereto belonging unto the said second party and to his heirs and assigns forever. The said party of the first part hereby covenanting that the above described premises are free from in-

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cumbrance, and I will warrant and defend the title unto the said party of the second part, his heirs and assigns against all persons whomsoever lawfully claiming the same.

Provided always and these presents are upon this express condition, that if the said mortgagor, his heirs, executors, or administrators, shall pay or cause to be paid to the said J. M. Owen, his executors and administrators or assigns, the sum of Thirty-five Hundred Dollars, on the 1st day of March, 1930, with interest ^{thereon} from March 1st, 1928, according to the tenor and effect of the one promissory note of the said mortgagor, payable to J. M. Owen bearing 7% interest dated 2/29/28 then these presents to be void, otherwise to remain in full force.

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 10 days after the same are due and payable, then the whole indebtedness shall become due, and the said party of the second part, his heirs or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note, together with all interest and costs, and all taxes and assessments accrued on said real estate, together with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate.

And Cora Madson, wife of said Fred Madson 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 seal the day and year first above written.

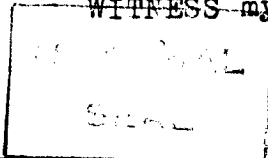
Fred Madson (Seal)

Cora Madson (Seal)

STATE OF IOWA, Webster County) ss:

BE IT REMEMBERED, that on the 29th day of February, A. D., 1928, before the undersigned, Harriet D. Blackwell, a Notary Public in and for said County, personally came Fred Madson and Cora Madson, his wife, to me personally known to be the identical persons whose names are affixed to the foregoing deed as grantors and acknowledged the instrument to be their voluntary act and deed, and that they executed the same for the purposes herein mentioned.

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



Harriet D. Blackwell
Notary Public in and for
Webster County, Ia.

These Hobbs - Recorder