

Mortgage Record, No. 82, Madison County, Iowa

S. C. Moreland & wife

#1953

Filed for record the 19 day of August A. D. 1930 at 11:50 o'clock A.M.

to

Fee \$.80

Mildred E. Knott, Recorder
Zelda Wildin, Deputy.John J. Moreland &
Roy H. Moreland

REAL ESTATE SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That S. C. Moreland and Lizzie Moreland, husband and wife, of the County of Madison and State of Iowa, parties of the first part in consideration of Eight thousand & no/100 DOLLARS, in hand paid by John J. Moreland and Roy H. Moreland of the County of Madison and State of Iowa parties of the second part do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said parties of the second part, their 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 East half ($E\frac{1}{2}$) of the North-east Quarter ($NE\frac{1}{4}$) and the South-west Quarter ($SW\frac{1}{4}$) of the North-east Quarter ($NE\frac{1}{4}$) and the North half ($N\frac{1}{2}$) of the North-east Quarter ($NE\frac{1}{4}$) of the South-east Quarter ($SE\frac{1}{4}$), of Section Fifteen (15), Township Seventy-four (74) North, of Range Twenty-nine (29) West of the Fifth P. M., Iowa,

subject to incumbrances as follows to-wit: A first mortgage in favor of the Federal Land Bank of Omaha, Nebr., which mortgage is recorded in the records of the Recorder of Madison County, Iowa.

TO HAVE AND TO HOLD The premises above described, with the appurtenances thereunto belonging unto the said second parties and to their heirs and assigns forever. The said parties of the first part hereby covenant that the above described premises are free from any incumbrances except as above stated and that they will WARRANT AND DEFEND the title unto the said parties of the second part their heirs, and assigns, against all persons whomsoever lawfully claiming the same, excepting above incumbrances: Provided always,

This Mortgage having been
read to full & hereby release and
discharge the same of record, this
20 day of July, 1932

John J. Moreland, Pearl & Shetterly, Recorder
Roy H. Moreland, Recorder
Zelda Wildin, Deputy

This Mortgage having been
read to full & hereby release and
discharge the same of record, this
22 day of June, 1939

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and these presents are upon this express condition, that if the said S. C. Moreland and Lizzie Moreland, their heirs, executors, administrators, or assigns shall pay the said John J. Moreland and Roy H. Moreland, their heirs, executors, administrators, or assigns the sum of Eight thousand Dollars, on the first day of March 1936 with interest thereon payable according to the tenor and effect of the one promissory note of the said S. C. Moreland and Lizzie Moreland payable to said John J. Moreland and Roy H. Moreland or order and bearing date August 11th, 1930, then these presents to be void, otherwise to remain in full force.

The grantors also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof shall become delinquent, and to permit said mortgages above described to become defaulted or breached or delinquent in no respect. In default of the grantors to pay such taxes or assessments when due, then the grantee herein, his executors, administrators or assigns may pay such taxes or assessments, or either, and shall receive 8 per cent interest, payable semi-annually, on all such payments, from the date thereof, and this mortgage shall stand as security for all such payments taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to pay such taxes or assessments, or any interest or principal when due, or upon any interest or principal becoming due and unpaid upon any of the above described mortgages, or upon any of said mortgages becoming in any way due and payable, the grantee, his executors, administrators or assigns, may declare the whole sum hereunder remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful method to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney.

And said Lizzie Moreland hereby relinquishes her right of dower in the foregoing described real estate, subject to the above reservations and conditions.

Signed by the parties of the first part this 11th day of August A. D., 1930.

S. C. Moreland

Lizzie Moreland

STATE OF IOWA, Madison County, ss:

On this 11th day of August A. D., 1930, before me Scott Shifflett a Notary Public in and for said County, personally appeared S. C. Moreland and Lizzie Moreland, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

NOTARIAL
SEAL

Scott Shifflett

Notary Public in and for said County
of Madison, State of Iowa.