

## Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 28018-50

G.W. Weatherly

#1693

Filed for record the 20 day of July  
A. D., 1931 at 10:20 o'clock A. M.

To

Fee \$.90 ✓

Mildred E. Knott Recorder.

Carl O. Bricker Trustee  
for H. P. Weatherly

## DEED OF TRUST

This Deed, MADE AND ENTERED INTO THIS 18th day of July One Thousand Nine Hundred and thirty-one by and between G. W. Weatherly party of the first part and Carl O. Bricker party of the second part, and H. P. Weatherly of Atlantic, Iowa party of the third part, WITNESSETH: That the party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of One Dollar to him paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part the following described Real Estate situate in the County of Madison in the State of Iowa:

An undivided one-third (1/3) interest in and to the Northeast Quarter of Section Twenty-seven, Township Seventy-seven, Range Twenty-nine, in Madison County, Iowa.

and possession of said premises now delivered unto said party of the second part.

To Have and to hold the Same, with the appurtenances, to the said party of the second part, and to his successors hereinafter designated, and to the assigns of him and his successors forever:

In Trust, however, For the following purposes: WHEREAS, the said G. W. Weatherly on the 18th day of July 1931, make and deliver to H. P. Weatherly, of Atlantic, Iowa, one promissory note for Thirty-six Hundred Dollars (\$3,600.00) due in five years, at 6% interest from date, interest payable annually.

Now Therefor, If the said party of the first part, or anyone for him shall well and truly pay off and discharge the debt and interest expressed in the said Note- and every part thereof, when the same becomes due and payable, according to the true tenor, date and effect of said Note--, Then This Deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said part-- of the first part; but should the said first party fail or refuse to pay the said debt or the said interest or any part thereof, when the same or any part thereof shall become due and payable, according to the true tenor, date and effect of said note--, then the whole shall become due and payable and this deed shall remain in force, and the said party of the second part or in case of his absence, death or refusal to act, or disability in any wise, when any advertisement and sale are to be made hereunder, then, whoever shall be sheriff of Madison County, Iowa County, Missouri, at the time when any such advertisement and sale are to be made (who shall thereupon for the purpose of that advertisement and sale succeed to the second party's title to said real estate and the trust herein created respecting the same), may proceed to sell the property hereinbefore described or any part thereof, at public vendue to the highest bidder at the East door of the County Court House in Winterset, Iowa in for cash, first giving Twenty days' public notice of the time, terms and place of sale and of the property to be sold, by advertisement in some newspaper printed and published in the newspaper of Iowa Madison County/and upon such sale shall execute and deliver a deed in FEE SIMPLE of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement of facts or recital by the said Trustee, in relation to the non-payment of the money secured to be paid, the advertisement, sale receipt of the money and the execution of the deed to the purchaser shall be received as prima facie evidence of such fact; and such Trustee shall out of the proceeds of such sale pay first, the costs and expenses of executing this trust, including legal compensation to the Trustee for his services; and next, he shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said party of the first part or his legal representatives. And the said party of

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the second party covenant faithfully to perform and fulfill the trust herein created, not being liable for any mischance occasioned by others, .

In Witness Whereof, The said first party has hereunto set his hand-- the day and year first above written.

G. W. Weatherly

STATE OF MISSOURI )  
COUNTY OF Jasper ) SS.

On this 18th day of July, 1931 before me, Jewel M. Simmons; a Notary Public, personally appeared G. W. Weatherly to me known to be the person described in and who executed the foregoing instrument, and acknowledged that --executed the same as his free act and deed. And the said G. W. Weatherly further declare himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my mand and affixed my official seal at my office in Jasper, Mo. the day and year last above written.

NOTARIAL  
SEAL (My term expires October 7, 1933)

Jewel M. Simmons  
Notary Public in and for  
said County and State.