

BOONE BLANK BOOK CO., BOONE, IOWA. 28016-30

Jennie Rowen,
To
Geo. A. Rowen.

#1168

Fee \$.90 ✓

Filed for record this 6th day of
June, A. D. 1933 at 4:05 o'clock
P. M.
Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That I, Jennie Rowen, single of the County of Page and State of Iowa party of the first part, in consideration of Nine Thousand and no/100 DOLLARS the receipt whereof is hereby acknowledged in hand paid by Geo. A. Rowen of the County of Polk and State of Iowa, party of second part, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part 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 West Thirty Acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section number Five (5), Township number Seventy Five (75), Range number Twenty eight (28), Madison County, State of Iowa.

TO HAVE AND TO HOLD the premises above described with all the appurtenances thereunto belonging unto the said second party and to his heirs and assigns forever. The said party of the first part hereby covenants that the above described premises are free from any incumbrances except as above stated and that 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 Jennie Rowen, her heirs, executors, administrators, or assigns shall pay the said Geo. A. Rowen, his heirs, executors, administrators, or assigns the sum of \$9000.00 Dollars, on the 5th day of June 1948 with interest thereon payable semi-annually at the rate of 5 per cent per annum according to the tenor and effect of the promissory note of said Jennie Rowen payable to Geo. A. Rowen or order, and bearing date June 5, 1933 then these presents to be void, otherwise to remain in full force.

The grantors herein further agree to keep the buildings on said foregoing described premises insured against fire and lightning and windstorms tornadoes and cyclones to the amount ofDollars in some company satisfactory to the grantee herein, his executors, administrators, or assigns and payable in case of loss to such grantee, his executors,

*This Mortgage being duly
read to all, I hereby return and
discharge the same of record, this
6th day of June 1933.
Jesse C. Johnson, Notary Public for Madison County, Iowa.
Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.*

Mortgage Record, No. 83, Madison County, Iowa

administrators or assigns, as his or their interest may appear; 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. In default of the grantors to provide such insurance or to pay such taxes or assessments when due then the grantee herein, his executors, administrators or assigns may procure such insurance, or 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 for insurance, taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to provide such insurance, pay such taxes or assessments or any interest thereon, or of the principle or any part thereof, or either, when due, 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 mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney. All unpaid interest shall bear 8 per cent interest per annum, payable semi-annually from the time when due.

And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fees and receiver's costs and expenses, and may discharge the usual duties of receiver.

And said.....hereby relinquishesright of dower in the foregoing described real estate, subject to the above reservations and conditions.

Signed by the party of the first part this 5th day of June 1933.

Jennie Rowen

STATE OF IOWA, Page County, ss:

On this 5th day of June, A. D. 1933, before me Claude M. Clovis a Notary Public in and for said County, personally appeared Jennie Rowen to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto as grantor and acknowledged that she executed the same as her voluntary act and deed.

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



Claude M. Clovis
Notary Public in and for Page County,
Iowa.