

Mortgage Record, No. 83, Madison County, Iowa

COONE BLANK BOOK CO., BOONE, IOWA. 23013-30

Grace Boyd and Frank Boyd, #472

To

James Kennedy.

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Filed for record the 28 day of February
A. D. 1933 at 1:30 o'clock P. M.Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That we, Grace Boyd and Frank Boyd, wife and husband of the County of Madison and State of Iowa in consideration of the sum of Seven Hundred and no/100 (\$700.00) DOLLARS in hand paid, do hereby SELL AND CONVEY unto James Kennedy of the County of Union and State of Iowa the following described premises, situated in the County of Madison and State of Iowa to-wit:

The West Half of the South West Quarter of the South West Quarter of Section Thirty Three, and a tract of land described as follows: Commencing at the South East corner of the North East Quarter of the South East Quarter of Section Thirty Two, thence North 40 rods, thence West 33 rods and 15 feet, thence in a Southwesterly direction in the center of the public highway to a point on the south line of said forty acre tract, 15 rods West of the place of beginning, all in Twp 74, North Range 29, West 5th P. M. containing in all 28 acres more or less

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, unto the said James Kennedy and to his heirs and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Grace Boyd and Frank Boyd heirs, executors or administrators shall pay or cause to be paid to the said James Kennedy, his heirs, executors, administrators or assigns the sum of Seven Hundred (\$700.00) Dollars, on the 27th day of February 1934 with interest

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thereon at the rate of 4 per cent. per annum, payable annually and until the same is fully paid, according to the tenor and effect of the one promissory note of the said Grace Boyd and Frank Boyd bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment by the said party of the first part, or their heirs, executors or administrators, of the said interest or principal or any part thereof, at the time the same becomes due or a failure on their part to pay the taxes of any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be committed, any waste upon said premises, or shall allow the same to diminish in value through any act or omission upon their part, then in case of the occurrence of either of said events, the whole principal sum and interest shall become due and payable.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee and be taxed as a part of the cost of foreclosing.

And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings, to be applied in payment of the sum above mentioned.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises, from the date hereof, until the sum shall be fully paid as aforesaid.

And the said Frank Boyd hereby relinquishes all his right of dower in and to the above described premises.

Signed this 27th day of February A. D., 1933.

Grace Boyd

Frank Boyd

STATE OF IOWA,)
Union County) ss.

On this 27th day of February A. D., 1933, before me Geo. C. Figgins a Notary Public in and for said County, personally came Grace Boyd and Frank Boyd to me personally known to be the identical persons whose names are affixed to the above instrument as grantors, and severally acknowledged the execution of the same to be their voluntary act and deed, for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Creston, Iowa on the day and date last above written.

Geo. C. Figgins
Notary Public