

OCH BROTHERS, INC., DES MOINES 20226

FROM  
Fern Harrell and Husband,  
TO  
Byron Gentry.  
Filed for Record the 25th day of October,  
A. D. 19 34, at 9:48 o'clock A. M.  
#3575 Maggie Reese Hobbs, Recorder  
By Jessie Allgeyer, Deputy  
Fee \$.80 ✓

This Mortgage Made the 18th day of October 19 34, by and  
between Fern Harrell and Lee Harrell, wife and husband,  
of Madison County, and State of Iowa hereinafter called the mortgagor, and  
BYRON GENTRY hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of  
Four Hundred and no/100 (\$400.00) DOLLARS,  
paid by the mortgagee, do hereby convey to the mortgagee, heirs, administrators, and assigns,  
forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The South 64 rods of the West 25.87 acres of the South Quarter ( $\frac{1}{4}$ )  
of Fractional Section 31, Township 76 North, Range 26; and the South  
64 rods of the East one-fourth ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of  
the Southeast Quarter ( $\frac{1}{4}$ ) of Section 36, Township 76 North, Range 27;  
and the North 12 rods of the Fractional North Half ( $\frac{1}{2}$ ) of the Northwest  
Quarter ( $\frac{1}{4}$ ) of Section 6, in Township 75 North, Range 26 West of the  
5th P. M., and the North 12 rods of the West 10 acres of the Northwest  
Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section 6, in Township 75  
North, Range 26 West of the 5th P. M.,

containing in all ----- acres, with all appurtenances thereto belonging, and the mortgagor warrants the  
title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the  
following conditions:

First. That the mortgagor shall pay to the mortgagee, his heirs, administrators or assigns,  
the sum of Four Hundred and no/100 (\$400.00) Dollars,  
on the 18th day of October, A. D. 19 39, with interest  
according to the tenor and effect of the one certain promissory note of the said  
Fern Harrell and Lee Harrell, bearing even  
date herewith; principal and interest payable at the office of Security Loan and Title Co., Winterset, Iowa.

Second. That the mortgagor shall keep the buildings on said real estate insured in some responsible company  
or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than two-thirds  
their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said  
premises; if mortgagor fail either to pay such taxes, or promptly to effect such insurance, then the mortgagee may  
do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mort-  
gage, or its priority, then this mortgage shall secure to the mortgagee, the payment and recovery of all money, costs,  
expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all  
such amounts shall be hereby secured, to the same extent as if such amounts were a part of the original debt secured  
hereby, and with eight per cent per annum interest thereon, from the date of such payments.

Fourth. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in  
part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sum hereby secured  
to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to  
take immediate possession of all of said property, and to rent the same and shall be held liable to account to mort-  
gagor only for the net profits thereof, and such possession for such purposes shall continue to the end of the year  
of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or  
retard mortgagee in the collection of said sums by foreclosure or otherwise, and a receiver may be appointed to carry  
out the provisions hereof.

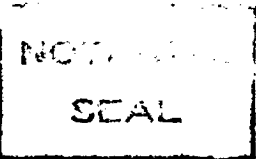
Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for  
mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner.  
Signed the day and year first herein written.

Fern Harrell

Lee Harrell

STATE OF IOWA, }  
MADISON COUNTY, } ss.

On this 24th day of October, A. D. 19 34, before me,  
the undersigned, a Notary Public, within and for said County, personally appeared  
Fern Harrell and Lee Harrell, wife and husband,  
to me known to be the identical persons named in and who executed the foregoing mortgage as maker s thereof, and  
acknowledged the execution of the same to be their voluntary act and deed



WITNESS my hand and Official Seal, the day and year last above written.

L. P. Jackson

Notary Public in and for Madison County, Iowa

Release  
For Assignment of Annexed Mortgage See  
Mortgage Record 94 Page 453