

Mortgage Record, No. 86, Madison County, Iowa

My Commission expires.....19...

Laura J. Austin

#574

Filed for record the 21 day of
Feb. A.D.1936 at 11:30 o'clock
A.M.

To

Fee \$.80 ✓

Earl R. Ferguson, etal

Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That Laura J. Austin, a widow, of the County of Union and state of Iowa in consideration of the sum of Two Thousand (\$2000.00) Dollars in hand paid, do hereby SELL AND CONVEY unto Earl R. Ferguson and E.F.McEniry of the County of Page and Union, respectively and State of Iowa the following described premises, situated in the County of Madison and State of Iowa to-wit:

The Northwest Quarter of Section Twenty-four (24), Township Seventy-four (74) North, Range Twenty-eight (28), West of the 5th P.M., except one acre in the Northwest corner thereof, being 16 rods east and west and ten rods north and south.

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 Earl R. Ferguson and E.F.McEniry their heirs and assigns, forever, PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Laura J. Austin or her heirs, executors or administrators shall pay or cause to be paid to the said Earl R. Ferguson and E.F.McEniry their heirs, executors, administrators or assigns the sum of

One ThousandDollars, on the first day of March,1937
One Thousand.....Dollars, on the first day of March.....1937

with interest thereon at the rate of five per cent, per annum, payable semi-annually and until the same is fully paid, according to the tenor and effect of the two promissory notes of said Laura J. Austin 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 her 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 her 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 her 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

For Release See Page 292

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The Farmers & Merchants National Bank of Abbeville, La.
for Assignments of Mortgages

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7116

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 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 hereby relinquishes all... right of dower in and to the above described premises. Signed this 20th day of February A.D.1936.

Laura J. Austin

STATE OF IOWA,)
Union County) ss

On this 20th day of February A.D.1936, before me Ann Kelly a Notary Public in and for said County, personally came Laura J. Austin to me personally known to be the identical person whose name is affixed to the above instrument as grantor, and severally acknowledged the execution of the same to be her 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.



Ann Kelly
Notary Public in and for said County and State.

The mortgagee (a corporation) in the above mortgage, hereby releases this mortgage of record this 16 day of March 19 37, and it, the exec-
afficer, hereby certify that this release is executed by authority o
Board of Directors of said corporation, the FARMERS AND MERCHANTS NATL. BANK OF WINTEREST
known to be the Executed in my presence by J. J. Kelly
a corporation, under the name of said FARMERS AND MERCHANTS NATL