

Lizzie Mae De Bruyn & Husb.

To

James W. Dunmire

#24

Fee \$1.00

Iowa.

Filed for record the 4 day of January A.D.1937 at 11:04 o'clock A.M.

Valda C. Bishop, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS: That Lizzie Mae DeBruyn and Ira C.^{De}Bruyn,her husband of Madison county, and State of Iowa, in consideration of the sum of Two Hundred Eighty-two and no/100 no/100 Dollars in hand paid by James W. Dunmire of Jasper County and State of Iowa do hereby SELL and CONVEY unto said James W. Dunmire the following described premises, situated in the County of Madison and State of Iowa to-wit:

North one-half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Seventy-six (76), Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.
(Subject to a first mortgage to the Federal Land Bank of Omaha, Nebraska.)

And we hereby covenant with the said James W. Dunmire that we hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same, that they are free and clear of all liens and incumbrances whatsoever and we covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever; and the said hereby relinquishes right of dower in and to the above described premises

Provided always, and these presents are upon this express condition, that if the said Lizzie Mae DeBruyn and Ira C. DeBruyn, her husband heirs, executors or administrators shall pay or cause to be paid to said James W. Dunmire executors, administrators or assigns the sum of

Two Hundred Eighty-two Dollars on the 27th day of March 1935
..... Dollars on the day of 19..
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..... Dollars on the day of 19..
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..... Dollars on the day of 19..

with interest thereon at 6% according to the tenor and effect of the one promissory note of the said Lizzie Mae DeBruyn and Ira C. DeBruyn payable to James W. Dunmire bearing date March 27, 1934 then these presents to be void, otherwise to remain in full force.

And it is hereby agreed that the said Lizzie Mae DeBruyn and Ira C. DeBruyn shall keep the buildings on said property, insured in a good and reliable company, to be selected by said mortgagee, in the sum of Two Hundred Eighty-two and no/100 Dollars.

The said first party further agrees that the said second party at any time during the existence of this indebtedness or any part thereof, until the same is fully paid, shall have power and is hereby authorized, as attorney in fact of said party to pay all liens of any

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 21 day of January 1942
James W. Dunmire
Witnessed by Attorney (Recorded)
Valda C. Bishop, Recorder

Mortgage Record, No. 86, Madison County, Iowa

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

kind, either prior or subsequent, that may in any manner affect the title to the land herein conveyed, and for the repayment of all moneys so paid, with interest thereon from the date of such payment at the rate of eight per cent per annum, payable semi-annually, this indenture shall be security in like manner and with like effect as for the payment of said note

And it is hereby further agreed that if the said Lizzie Mae DeBruyn & Ira C. DeBruyn allow the taxes to become delinquent upon said property, or permit the same or any part thereof to be sold for taxes or if .. fail to pay the interest on said note promptly as the same becomes due the note secured hereby shall become due and payable in ... days thereafter; and the mortgage_ heirs or assigns may proceed to foreclose the mortgage, and in case it becomes necessary to commence proceedings to foreclose the same then the said James W. Dunmire in addition to the amount of said debt, interest and cost, agree to pay the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed and delivered this 29th day of December A.D.1936.

Lizzie Mae DeBruyn
Ira C. DeBruyn

STATE OF IOWA, GUTHRIE COUNTY, ss.:

On this 29th day of December A.D. 1936 before me H.E. Newton Notary Public in and for said county, personally came Lizzie Mae DeBruyn and Ira C. DeBruyn, her husband personally to me known to be the identical persons named in and who executed the above instrument as grantors and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes herein expressed.

In TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Stuart, Iowa. on the date last above written.



H.E. Newton
Notary Public in and for Guthrie County, Ia.