

E. R. Nichols and wife,
Sadie M. Nichols
TO
George J. Blair

Filed for record the 13 day of March
A. D. 19 40, at 3:43 o'clock P. M.
#1612 Pearl E. Shetterly, Recorder.
By _____, Deputy.
Recording Fee, \$.80

THIS MORTGAGE, Made the 1st. day of March 1940, by and between
E. R. Nichols and wife, Sadie M. Nichols,
of Madison County, and State of Iowa, hereinafter called the mortgagors, and
George J. Blair hereinafter called the mortgagee.

WITNESSETH: That the mortgagor, in consideration of the sum of ~~Twenty-two Hundred Fifty~~ ^{and no/100} ~~\$2250.00~~ DOLLARS
paid by the mortgagee, do hereby convey to the mortgagee his heirs and assigns, forever, the following tracts of land in the County
of Madison, State of Iowa, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and all that
part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$) lying North
and West of the right of way of the Chicago, Greatwestern Railway Company
in Section Fifteen (15); and the North Half (N $\frac{1}{2}$) of the Northeast
Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); all that part of the
West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and of the Northeast
Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) lying North and West of
the said right of way of the Chicago Great Western Railway Company
Except a triangular piece between the West line of the North East Quarter
(NE $\frac{1}{4}$) of said Section 22, and the North West side of the Right-of-Way
of the Chicago, Greatwestern Railway Company and South of a line
commencing at a point on the West line of said Quarter Section 522 feet
North of the point where said right of way line crosses said Quarter
Section line & extending Eastward to a point 538 feet Northeast of said
point of intersection, the east end of said line being at the point
where it intersects said right-of-way line, all being in Township
74 North, Range 27 West of the 5th, P.M. Iowa.

*This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
day of March 1943
George J. Blair
Witnessed by: Pearl E. Shetterly, Recorder.*

containing in all - acres, with all appurtenances thereto belonging, and the mortgagors warrant 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 mortgagors shall pay to the mortgagee or his heirs, executors, or assigns, the sum of
~~Twenty-two Hundred Fifty~~ ^{and no/100} ~~\$2250.00~~ Dollars
on the 1st. day of March A. D. 19 45, Mortgagor to have the option of paying
parts of said note at any time
with interest at the rate of 5 per cent per annum, payable -- annually, according to the tenor and effect of the one
certain promissory note, of the said E. R. Nichols and wife, Sadie M. Nichols
bearing even date herewith; principal and interest payable at the residence of George J. Blair

Second. That the mortgagors 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 mortgagors shall pay when due, and before delinquent, all taxes which are, or become, a lien on said premises; if mortgagors 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 mortgage, 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 constitute a part of the debt 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 mortgagors 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.

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.

IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

E. R. Nichols

Sadie M. Nichols

STATE OF IOWA, MADISON COUNTY, ss.

On this 4th. day of March A. D. 19 40, before me, the undersigned, a Notary Public, in and for
said County, State of Iowa, came

E. R. Nichols and Sadie M. Nichols

to me
/s/ personally known to be the identical persons whose names are subscribed to the foregoing
mortgage as maker 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.

C.A. Robbins

Notary Public in and for Madison County, Iowa

