

MORTGAGE

That part of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) described as beginning at the point where the South line of the North Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) intersects the public highway as now established and travelled Northeasterly and Southwesterly across said Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ),

*Partial*  
For Release of Armed Mortgage See  
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JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

thence Northeasterly along the center line of said public highway to the North line of Section 10, thence Easterly to the Northeast corner of said Section, thence South along the East line of said Section to the Southeast corner of said Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ), thence West to the Southwest corner of said Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ), thence North along the West line of said Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) to the said South line of the North Half ( $\frac{1}{2}$ ) of said Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ), thence East along said South line of the North Half ( $\frac{1}{2}$ ) of said Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) to the point of beginning; the Southeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ); the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ), except that part thereof lying West of the center of the public highway as originally established and travelled across said ten-acre tract; and all that part of the Southeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) lying on the North side of Clanton Creek and containing five acres, more or less; all in Section 10, in Township 74 North, of Range 27 West of the 5th P.M., subject, however, to public roads or highways, easements, exceptions and reservations of coal and mineral heretofore made, if any, and to present existing lease and rights of tenant, and to the 1947 taxes due in 1948.

to hold the premises above described, with all the appurtenances thereto belonging, unto the said Commercial State Bank, Afton, Iowa and to its heirs and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Everett Kirsch and Helen Kirsch heirs, executors or administrators shall pay or cause to be paid to the said Commercial State Bank, Afton, Iowa heirs, executors, administrators or assigns the sum of

Five Hundred	Dollars	on the 16	day of	February	1949
Five Hundred	Dollars	on the 16	day of	February	1950
Two Hundred	Dollars	on the 16	day of	February	1951
Two Hundred	Dollars	on the 16	day of	February	1952
Two Hundred	Dollars	on the 16	day of	February	1953
Two Hundred	Dollars	on the 16	day of	February	1954
Two Hundred	Dollars	on the 16	day of	February	1955
Two Hundred	Dollars	on the 16	day of	February	1956
Two Hundred	Dollars	on the 16	day of	February	1957
Six Hundred	Dollars	on the 16	day of	February	1958

with interest thereon at the rate 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 said Everett Kirsch and Helen Kirsh 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 parties 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 Helen Kirsch hereby relinquishes all her right of dower in and to the above described premises.

Signed this 16 day of February A.D. 1948

Everett Kirsch  
Helen Kirsch

For Return of Unrecorded Mortgage See  
Mortgage Record 99 Page 211

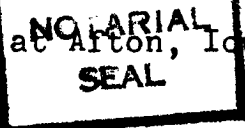
## Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

STATE OF IOWA, Union County, ss.

On the 16 day of February A.D. 1948, before me a Notary Public within and for said County, personally came Everett Kirsch and Helen Kirsch personally to me 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 herein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Arton, Iowa on the date last above written.



Dorothy Brosnahan  
Notary Public

Etta Trindle. et al