

South West quarter of Section twenty eight (28) township twelve (12) range twenty (20) and the west sixteen acres of Lot (16) six in the north east quarter of Section (33) thirty three township (13) range (20) twenty, East with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said C. C. James and M. F. James his wife do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance, therein, free, and clear of all incumbrances, and that they will warrant and defend the same against all claims whatever. This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars, according to the terms of one certain promissory note this day executed by the said C. C. James and M. F. James his wife to the said party of the second part, said note being given for the sum of Six Hundred Dollars, dated December 14 A.D. 1893 due and payable in one year from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee for the sum of Six Hundred Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due

The following is indorsed on the original instrument
The wife having died who has paid in full this Mortgage
is hereby released and the same thereby created discharged
At witness my hand this 20th day of March 1893 -
H. S. Clarke her attorney in fact

Recorded March 20th 1893 -

John J. Moore
Recorder of Deeds
Benton Co., Iowa

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