

(26) East half (E 1/2) of North West quarter (NW 1/4) of the North East quarter (NE 1/4) Section twenty six (26) the South West quarter (SW 1/4) of the North East quarter (NE 1/4) Section twenty six (26) the South seven teen (17) acres of the North East quarter (NE 1/4) of the South West quarter (SW 1/4) Section twenty six (26) the North ten acres (10) of the South East quarter (SE 1/4) of the South West quarter section (26) and North half N 1/2 of South East quarter of Section twenty six (26) All in Township Turlow (12) Range Eighteen (18) East of the 6th P.M. containing 58 1/2 acres, more or less, and hereby release all right of Homestead and Dower interest therein, and warrant the title thereto against the lawful claims of all persons whomsoever.

The above sale and conveyance is, however, made upon the following express conditions, that if the said David J. Hutchinson shall pay, or cause to be paid, the sum of Five Thousand Four Hundred Dollars, according to the tenor and effect of his certain promissory note, described as follows: Note for Five Thousand Four Hundred Dollars 60 Days after date, bearing even date herewith, and payable to the order of said L. E. Price with interest thereon from date at the rate of 8 per cent per annum, payable annually, then the above sale and conveyance shall be void, but that otherwise it shall remain in full force and effect. And I also agree that the failure to pay promptly when due any part of the money hereby secured, or any interest accruing thereon, according to the terms of said promissory note, or allowing any taxes assessed upon any part of the premises above described to become delinquent and remain unpaid, or permitting said premises, or any part thereof to be sold for taxes, shall cause the entire principal sum hereby secured, and all interest accrued thereon, to become immediately due and payable, and the said L. E. Price may thereupon proceed at once to foreclose this Mortgage for such entire principal sum, accrued interest and costs.

And I further agree in case of such foreclosure, to pay a reasonable sum as Attorney's Fee to be by the Court fixed and determined for foreclosing the same, which fee shall be included in the judgment in such foreclosure case. This Mortgage is given to secure the purchase money of the premises hereinbefore described, and creates a Lien for Purchase money upon said premises in favor of said Mortgagee. Dated this 11th day of September 1903.

David J. Hutchinson (Sear)

State of Iowa, Pottawattamie County ss Be It Remembered,
that on this 11th day of Sep. 1903. before the undersigned, a