

Northwestern College, Iowa

NWCommons

Frank LeCocq, Sr.

Box 1: Papers

9-1901

Mortgage Contract of F LeCocq Sr. and Maria LeCocq, September, 1901

F LeCocq Sr

Follow this and additional works at: <https://nwcommons.nwciowa.edu/franklecocqsr>

Recommended Citation

LeCocq, F Sr, "Mortgage Contract of F LeCocq Sr. and Maria LeCocq, September, 1901" (1901). *Frank LeCocq, Sr.* 2.

<https://nwcommons.nwciowa.edu/franklecocqsr/2>

This Book is brought to you for free and open access by the Box 1: Papers at NWCommons. It has been accepted for inclusion in Frank LeCocq, Sr. by an authorized administrator of NWCommons. For more information, please contact ggrond@nwciowa.edu.

MORTGAGE.

REAL ESTATE.

The Lovey Jr
and wife

E. G. Beyer

MC 1/4

77.100-65.

STATE OF SOUTH DAKOTA,

Douglas COUNTY, } ss.

OFFICE OF REGISTER OF DEEDS.

I certify the within instrument was filed
for record the *13* day of *Sept*
A. D. *1901*, at *4* o'clock and
minutes: *0* M., and recorded in Book
34 on page *17* of the Records of
said Register of Deeds' office for said County.

H. Henderson

Register of Deeds.

Fees, \$ *150* Deputy

Perkins Bros. Col. Printers, Sioux City, Iowa.

Record & Ret to
The Lovey Jr
Harrison

This Indenture of Mortgage, Made and entered into this Second

day of September, A. D. 1901 by and between

J. H. Long Jr and Maria LeLong
husband and wife

of the County of Douglas and State of South Dakota
part is of the first part and

E. G. Beyer of the
town of Quarwood of the County of
Jones Dakota and State of Iowa

part 4 of the second part: WITNESSETH, That the said part is of the first part, for and in consideration of the sum of One Dollar, and of the indebtedness hereinafter mentioned, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell and convey unto said part 4 of the second part his heirs and assigns forever, the following described piece or parcel of land, lying and being in the County of Douglas

and State of South Dakota, to-wit:

The North East quarter of Section Twenty seven (27) in Township One Hundred (100) of Range Sixty five (65) containing One Hundred and sixty (60) acres according the Government Survey

TO HAVE AND TO HOLD the same to the part 4 of the second part his heirs and assigns forever; hereby covenanting that the said part us of the first part, at the time of the delivery of these presents they are well seized of the premises above described of perfect, absolute and indefeasible state of inheritance in the law, in fee simple, and that the same are free and clear of all incumbrance whatever.

And that they will ever Warrant and Defend the same to the part 4 of the second part his heirs and assigns, against all claims whatsoever. And the said part us of the first part hereby relinquish all their right of homestead in and to the above described premises. This grant is intended as security for the payment of One certain Bond for Five Hundred dollars due Sept 1-1906 and Five Interest Coupons due Sept 1-1902-1903-1904-1905 & 1906. bearing date September 2, 1901. executed by J. H. Long Sr and wife the said part us of the first part to the part 4 of the second part, and drawing interest at the rate of Seven per cent. per annum until paid

payable at Bank of Harrison Harrison & Co and are intended to be secured by this mortgage. And the said part us of the first part hereby agree to pay all taxes that have been or may be assessed upon said premises, and also at their own expense to keep the buildings on said property insured against fire in a good and reputable insurance company for the benefit of said part 4 of the second part, to the extent of \$ 700 until this mortgage is paid or otherwise extinguished; and in case it shall become necessary for the part 4 of the second part his heirs or assigns to pay the taxes or insurance on the aforesaid property, the part us of the first part hereby agree to refund to the part 4 of the second part his heirs or assigns, all sums so expended, with interest at the rate of Seven per cent. per annum, and this mortgage shall be security for all sums so expended.

NOW, THEREFORE, if the said part us of the first part shall well and truly pay or cause to be paid the sum of Five Hundred including the principal and interest thereon as aforesaid, at the times promptly as aforesaid, then this Indenture shall be null and void, else of full force and virtue. If the said part 4 of the first part shall fail to pay any portion of the above mentioned sums, either principal or interest, promptly and at the times they shall become due, respectively as aforesaid, or shall neglect to pay all taxes assessed or to be assessed on said property before the same shall become delinquent, or shall neglect to keep the buildings on said property insured as herein specified, then the whole sum, both principal and interest, shall at once become due and collectible; and in that case said part 4 of the second part, either by himself or his agent, shall have the right to enter upon and take possession of said premises, and sell the same in the manner now or that may hereafter be provided by

law, and out of the proceeds of such sale, first paying the expenses thereof, including a
reasonable attorneys fee and all expenses whatever that may accrue by reason of such sale, then de-
ducting therefrom the amount of said debt and interest, and all the aforesaid taxes and insurance, with interest thereon,
at the rate aforesaid, rendering unto said part us of the first part the surplus, if any. And it is expressly understood
and agreed that if the said second part y may become the purchaser at said sale if he so choose. And for the pur-
pose of effecting such sale and making to the purchaser a good and effective title, the said part us of the first part
ha us constituted and appointed, and by these presents do us constitute and appoint the part y of the second part, or any
agent he may select and appoint for that purpose their true and lawful attorney for them and in their
name and stead to sell said premises as aforesaid, and to make to the purchaser or purchasers thereof a good and suffi-
cient deed or deeds of conveyance, with full covenants of warranty to the same extent and in like manner as the said
part y of the first part might do if personally present, with full power of substitution to said second part y and
without power of revocation by said part us of the first part.

IN WITNESS WHEREOF, The said part us of the first part ha hereunto set their hand and seal (the
day and year first above written.

Signed, Sealed and Delivered in Presence of

The Coog Jr

A. G. Coog Sr. (SEAL.)

Maria Le Coog. (SEAL.)

(SEAL.)

(SEAL.)

STATE OF SOUTH DAKOTA, }
COUNTY OF Douglas } SS.

BE IT REMEMBERED, That on this 9th day of September in the year

One Thousand ~~Eight Hundred and Ninety~~ One Hundred and one (1901) before me

John Levey Jr a Notary Public

within and for said County and State, personally appeared John Levey Sr
and Maria Levey Husband and wife

well known to me to be the person who are described in and who
executed the within and foregoing instrument, and they duly

acknowledged to me that they executed the same freely.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said
County the day and year first above written.

John Levey Jr
Notary Public

