

Mortgage Record, No. 78, Madison County, Iowa

WIDMAR & CHAMBERS CO., DAVENPORT, IOWA

Notary Public in and for Madison County, Iowa.

Charles B. Binns & wife) Filed for record the 1st day of March A.D.,
to (Mortgage 1926 at 11:25 o'clock A.M.
J. S. Hodson) #460 Fee\$.90 Gladys B. DeVault, Recorder.

KNOW ALL MEN BY THESE PRESENTS: THAT Charles B. Binns and Emma C. Binns, his wife, of the County of Madison and State of Iowa, in consideration of the sum of Four Thousand and no/100 DOLLARS, in hand paid, do hereby sell and convey unto J.S.Hodson of the County of Madison State of Iowa the following described premises, situated in the County of Madison State of Iowa, to-wit:

The Northwest Quarter of the Southwest Quarter of Section Twenty-three in Township Seventy-six North, Range Twenty-eight West of the 5th P.M. Iowa.

and which the said first parties represent to belong to them under legal title.

The intention being to convey hereby an absolute title in fee simple, including

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This Mortgage having been paid in full, I hereby release and discharge the same of record, this 1st day of March 1928

J.S. Hodson
Notarized by Gladys B. McKee
Notary Public in and for Madison County, Iowa

all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, to the said J.S.Hodson and to his heirs and assigns forever.

PROVIDED, always, and these presents are upon the express condition that if the said Charles B. Binns and Emma C. Binns, His wife or their heirs, executors, administrators or assigns shall pay or cause to be paid to the said J.S.Hodson heirs, executors, administrators or assigns the sum of Four Thousand and No/100 Dollars on or before March 1st 1931 with interest thereon at the rate of 5½ per cent per annum, until the same is fully paid, according to the tenor and effect of the one note of the said Charles B. Binns and Emma C. Binns bearing even date with these presents, then these presents to be void, otherwise to be and to remain in full force and effect. And in case of the non-payment by the said party of the first part, or his heirs, executors or administrators, of the said interest or principal, or any part thereof, for the space of thirty days after the same becomes due, or on failure to pay any taxes or assessments that may be taxed or assessed on said premises until the same shall have become delinquent or to further secure said note by insurance of buildings on said land in the sum of \$... in a stock company approved by mortgagee, or if any of the statements herein made shall at any time prove untrue, then 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 included with the cost of foreclosing.

And the mortgagor herein declares that the said premises are free and clear from all liens, encumbrances, taxes or assessments, and agrees to pay all taxes or assessments, that shall be taxed or assessed on said premises from date hereof until the said sum shall be fully paid, as aforesaid.

IT IS ALSO AGREED, that in case of default in any respect so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured hereby, and that on the commencement of an action to foreclose this mortgage, the plaintiff therein shall be entitled to the appointment of a receiver. With the usual power to take and to hold such rents and profits for the benefit of the plaintiff and subject to the order of the court. Cancellation hereof to be at mortgagor's expense.

And the said Emma C. Binns hereby relinquishes her right of dower, and all rights of any kind whatever, in and to the above described premises.

Dated this 6th day of Feby A.D. 1926.

Charles B. Binns
Emma C. Binns

STATE OF IOWA, Madison County, ss: On this 1st day of March A.D. 1926, before me J.W.McKee, a Notary Public in and for said County, personally appeared Charles B.Binns and Emma C. Binns his wife to me known to be the identical persons named in and who executed the foregoing instrument, and whose names --- affixed thereto as grantors and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and Seal of office the day and year last above written.

J.W.McKee
Notary Public in and for Madison County, Iowa.

