

Mortgage Record, No. 78, Madison County, Iowa

FIOLAN & CHAMBERS CO., DAVENPORT, IOWA

Henry W.S. Benz & wife) to (Mortgage Walter Benz)	#494 Fee \$1.00 ✓	Filed for record the 2nd day of March A.D., 1926 at 11:20 o'clock A.M. Gladys B. DeVault, Recorder. Paul Lucas, Deputy.
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KNOW ALL MEN BY THESE PRESENTS: That Henry W.S. Benz and Florence M. Benz (husband & wife) of the County of Madison and State of Iowa, parties of the first part, in consideration of the sum of Fifty Eight Hundred and no/100 DOLLARS the receipt whereof is hereby acknowledged in hand paid by Walter Benz of the County of Madison and State of Iowa, party of second part, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part his heirs and assigns forever the following described real estate, lying and being situated in the County of Madison and State of Iowa to-wit:

The Northwest Fractional Quarter (1/4) of the Northeast Quarter (1/4) and the North Half (1/2) of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Five (5) in Township Seventy-seven (77) North, of Range Twenty nine (29) West of the 5th P.M., and the North 32.88 acres of the Northeast Fractional Quarter (1/4) of the Northeast Quarter (1/4) of Section Five (5) in Township Seventy-seven (77) North, of Range Twenty-nine (29) West of the 5th P.M. All in Madison County, Iowa.

TO HAVE AND TO HOLD the premises above described with all the appurtenances thereunto belonging unto the said second party and to his heirs and assigns forever. The said parties of the first part hereby covenants that the above described premises are free from any incumbrance except as above stated and that they will WARRANT and DEFEND the title unto the said party of the second part his heirs, and assigns, against all persons whomsoever lawfully claiming the same: Provided always, and these present are upon this express condition, that if the said Henry W.S. Benz and Florence M. Benz, their heirs, executors, administrators, or assigns shall pay the said Walter Benz, his heirs, executors administrators, or assigns the sum of Fifty Eight Hundred Dollars, on the First day of March 1935.

.....Dollars, on the... day of.....19.....Dollars, on the.....day of....19....
.....Dollars, on the.....day of.....19.....Dollars, on the.....day of....19....

(Permission is hereby given to pay \$100.00 or any multiple thereof upon said principal at any time) with interest thereon payable annually at the rate of five per cent per annum according to the tenor and effect of the one promissory note of said Henry W.S. Benz and Florence M. Benz payable to Walter Benz or order, and bearing date March 1st, 1925 then these presents to be void, otherwise to remain in full force.

The grantors herein further agree to keep the buildings on said foregoing described premises insured against fire and lightning and windstorms tornadoes and cyclones to the amount of -----DOLLARS, in some company satisfactory to the grantee herein, his executors, administrators, or assigns and payable in case of loss to such grantee, his executors, administrators, or assigns, as his or their interest may appear; the grantors also further agree to pay all taxes or assessments levied on said described premises when the same shall be due and before the same or any part thereof, shall

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become delinquent. In default of the grantors to provide such insurance or to pay such taxes or assessments when due then the grantee herein, his executors, administrators or assigns may procure such insurance, or may pay such taxes or assessments or either, and shall receive 8 per cent interest payable semi-annually, on all such payments from the date thereof and this mortgage shall stand as security for all such payments for insurance, taxes, assessments or interest thereon as above, and all unpaid interest hereunder; or upon any such default of the grantors herein to provide such insurance, pay such taxes or assessments or any interest thereon, or of the principle or any part thereof, or either, when due the grantee, his executors, administrators, or assigns may declare the whole sum hereunder remaining unpaid immediately due and payable and may proceed by foreclosure or in any other lawful mode to collect such amount with all costs, including a reasonable attorney's fee for plaintiff's attorney. All unpaid interest shall bear 8 per cent interest per annum, payable semi-annually from the time when due.

And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fees and receiver's costs and expenses, and may discharge the usual duties of receiver.

And said Florence M. Benz hereby relinquishes her right of dower in the foregoing described real estate, subject to the above reservations and conditions.

Signed by the parties of the first part this 1st day of March 1925.

Henry W. S. Benz
Florence Mae Benz

STATE OF IOWA, Dallas County, ss: On this 1st day of March A.D. 1925, before me Howard Calfee, a Notary Public in and for said County, personally appeared Henry W.S. Benz and Florence Mae Benz to me known to be the identical persons named in and who executed the foregoing instrument, and whose name__ are affixed thereto as grantor__ 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.

Howard Calfee
_____ in and for said County.

NOTARIAL
SEAL