

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

Lewis M. Hines and Belle P. Hines, his wife)
 to)
 FIRST TRUST AND SAVINGS BANK OF PEORIA) (Mortgage
 Trustee) #56 Fee \$2.00 ✓

Filed for record the 8th day of
 January A.D. 1926 at 10:30 o'clock A.M.
 Gladys B. DeVault, Recorder.
 Paul Lucas, Deputy.

This Indenture, Made this 5th day of January A.D. 1926 between Lewis M. Hines and Belle P. Hines, his wife of the County of Peoria and State of Illinois, first party, and FIRST TRUST AND SAVINGS BANK OF PEORIA, Trustee, of Peoria, Illinois, second party,

Witnesseth, That whereas the said Lewis M. Hines and Belle P. Hines are justly indebted for money borrowed in the sum of NINE THOUSAND (\$9,000.00) Dollars evidenced by Nine certain promissory notes of even date herewith, executed and delivered by Mortgagors as follows, to-wit:

Nine (9) Note--- for \$1,000.00 each, payable on the 5th day of January A.D. 1931 with interest at the rate of 5½ per centum per annum, from the 5th day of January 1926, payable annually, according to the tenor and effect of Forty-five (45) interest notes of even date herewith, thereto attached. All of the said principal and interest notes bear interest from maturity at the rate of seven per centum per annum, payable annually, until paid. Said principal notes are payable to the order of FIRST TRUST AND SAVINGS BANK OF PEORIA said interest notes are payable to bearer; all of said notes are payable at the office of the First Trust and Savings Bank of Peoria in the City of Peoria, Illinois. Privilege to pay \$500.00 nor any multiple thereof at any interest paying period upon giving 30 days notice to Bank.

Now, Therefore, the said first party, in order to secure the payment of the notes aforesaid, and in consideration of One Dollar paid by said second party, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, mortgage and warrant unto the said second party the following described real estate, situate in the County of Madison and State of Iowa, to-wit:

The Northwest Quarter (NW¼) of Section Thirty-five (35); the West Half (W½) of the Northeast Quarter (NE¼) of Section Thirty-five (35); all that part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Thirty-five (35) lying Northwest of the Right of Way of the Des Moines, Osceola & Southern Railroad Company, containing Seven (7) Acres, more or less; and the following described tract of land, to-wit: Commencing at a point Fourteen and one-half (14½) Rods East of the Northwest corner of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirty-five, and running thence East Twenty-six (26) Rods, thence South Twenty-one (21) rods, thence West Twenty-six (26) Rods, thence North Twenty-one (21) Rods, to the place of beginning; all in Section Thirty-five (35), Township Seventy-five (75), North of Range Twenty-six West of the Fifth (5th) Principal Meridian, excepting, however, the right of way of the said Des Moines, Osceola & Southern Railroad through said land.

TOGETHER With all rents, issues and profits thereof, and all rights, interest and appurtenances thereunto appertaining; hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois; TO HAVE AND TO HOLD the same to the said Trustee and its successor in trust forever, for the uses and purposes herein expressed, and for the equal pro rata benefit and security of the holders of any of the aforesaid notes issued hereunder, without any preference, priority or distinction of one note over another..

It is Expressly Covenanted By said first party, that forthwith, upon request and at their own cost, said first party will, at any and all times hereafter, cause to be made, executed, acknowledged and delivered, any and every deed or assurance in

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 for Assignment of American Mortgage Co.
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 Rec'd J. J. Johnson, Deputy
 Clerk of said Court

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law for the more sure, effectual and satisfactory granting and confirming of said real estate, unto the said Trustee or its successor in trust, or as its or their counsel shall advise or require; and in case of the default of said first party to so procure such further conveyances and assurances as aforesaid, the said Trustee, or its successor in trust, may cause the same to be procured upon the best terms they can obtain, and the expenses and costs therefor shall become a part of the indebtedness hereby secured, and be repaid on demand, with interest at seven per cent per annum until paid.

And the said first party hereby expressly covenants and agrees (1) To pay the moneys hereby secured, at maturity. (2) Neither to commit nor permit waste on said premises. (3) To pay all taxes and all assessments on said premises before delinquency; as also any tax and assessments that may be levied by authority of the State, County, Town, District or City in which the said real estate is situate, upon the said second party or its successor in trust, or the legal holder or holders of said notes or either of them, on account of the ownership thereof; also to repay to said second party or its successor in trust or the legal holder or holders of said notes or either of them, all sums by either of them respectively expended for the repair or preservation of said premises. (4) To procure and keep in force, policies of fire insurance, covering the buildings which now are, or may hereafter be, on said premises for an amount satisfactory to said second party, so long as any part of the indebtedness hereby secured shall remain unpaid, in such Insurance Companies as said second party shall approve, and as shall be at all times satisfactory to them which policies shall contain a clause making the loss or losses thereunder payable to said second party as additional security, and may be subject to mortgage and subrogation agreements, and shall be delivered to said second party. (5) To pay an attorney's fee of ten per centum upon the amount then due, in case suit is instituted to foreclose this indenture; and in case of any suit or proceeding wherein the holder of said notes, or either of them, or said Trustee, or its successor in trust, shall be a party thereto on account hereof, to pay their reasonable charges, expenses and attorney's fees to be fixed by the Court in such suit or proceeding and all costs and expenses in that behalf by them respectively incurred, and the same shall be taxed as costs in such suit. Said second party, or its successor in trust, or the owner or owners of said notes, or either of them, may pay said taxes, assessments, charges, costs, expenses and attorney's fees, redeem said premises from tax sale, remove all statutory or other liens therefrom, on failure of first party so to do, and all moneys so advanced, with interest at seven per centum per annum, shall be secured by this indenture, and repaid by said first party. The legal holder or holders of said note or notes may at its or their option extend the maturity of the same from time to time upon written agreement executed by any mortgagor herein, his grantee, assigns or legal representatives for such further periods, at such rate of interest and upon such conditions as may be then agreed upon, and no such extension or agreement shall operate to impair the lien of this indenture nor release any maker of said notes from personal liability thereon. In the event of the payment before maturity of any part of the indebtedness secured hereby, the first party or his assigns may designate the note or notes upon which said partial payments shall be applied, and if he shall neglect so to do, then the trustee for the time being may designate the note or notes upon which said partial payments shall be applied.

And it is further Covenanted and Agreed That if default shall be made in the payment of the said principal or interest notes, or either of them at maturity, or at any

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fixed date prior thereto, of which notice shall have been given of intention to make payment under any privilege reserved therein, or if there shall be a failure to comply with any and every condition of this indenture, then the whole of the indebtedness secured hereby, including all payments, either for liens, taxes, assessments, attorney's fees, insurance premiums, costs, charges, expenses or otherwise, shall at the option of and by the Trustee or its successor in Trust, or the legal holder or holders of said notes, become due and collectible at once, by foreclosure or otherwise, and without notice of broken condition, and this indenture may thereupon be foreclosed to pay the same, and it shall be lawful for the party of the second part, or his successor in trust, at his option, to enter into and upon the premises hereby granted, or any part thereof, and to receive all rents, issues and profits thereof. In case of the foreclosure of this mortgage deed, the second party, its successor in trust, or the holder or holders of said notes, or either of them, shall be allowed all costs and expenses in that behalf by them laid out at any time anterior to the entry of the final decree in such suit, whether paid after the commencement of such suit or otherwise, including attorney's fees, and the cost of an abstract of title to said premises, which several sums shall be included in the decree entered in such foreclosure. And it is hereby agreed and declared that this indenture and the notes secured hereby, are made and executed under, and are in all respects to be construed by the laws of the State of Illinois.

In Case of the filing of any bill to foreclose this indenture, the Court shall, upon application, appoint W.E.Stone, of Peoria, Peoria, County, Illinois, or any other competent person, a receiver, to take possession, control and care of said premises, and collect the rents and profits thereof and apply the net proceeds to the payment of the debt secured hereby. And it is further covenanted and agreed that the FIRST TRUST AND SAVINGS BANK OF PEORIA named herein as second party, may at any time retire from the trusts hereof and appoint a successor in trust of its own selection by an instrument of writing executed, acknowledged and recorded as other conveyances of real estate; and thereupon the successor named in such appointment shall forthwith and without any other conveyance whatsoever become vested with all the powers, duties, rights and privileges hereby conferred upon said FIRST TRUST AND SAVINGS BANK OF PEORIA as fully as if this conveyance had in the first instance been made to such appointee; and said FIRST TRUST AND SAVINGS BANK OF PEORIA shall forthwith be discharged from further duties hereunder. In case of death, absence, inability, refusal or neglect of the said party of the second part (or its appointee, as last above provided) to act, then W.E.STONE, of the City of Peoria, County of Peoria, and State of Illinois, is hereby appointed successor in trust to said Trustee with the same rights and powers hereby vested in said Trustee; and in the event of the death, absence, inability, refusal or neglect to act of the said W.E.STONE then the then Sheriff of Madison County, State of Iowa is hereby appointed successor in trust to said Trustee with the same rights and powers hereby vested in said Trustee.

Provided Always That if the said first party shall pay the said indebtedness and shall fully keep and perform all the covenants and agreements hereinbefore expressed, then this indenture shall be released at the cost of said first party.

In Witness Whereof the first party have hereunto set their hands and seals the day and year first above written.

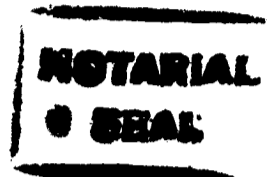
Lewis M. Hines	(SEAL)	
Belle P. Hines	(SEAL)	
	(SEAL)	(SEAL)
	(SEAL)	(SEAL)
	(SEAL)	(SEAL)

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State of Illinois, Peoria County, ss: I, James B. Black a Notary Public in and for said County and State, do hereby certify that Lewis M. Hines and Belle P. Hines, his wife who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Notarial seal, this 6th day of January A.D. 1926.

James B. Black
Notary Public.



Filed for record the 11th day of January