

Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN & CO., WATERLOO, IOWA—NO. 6051

Martha J. Binns, widow, et al

To

Jebens & Butenschoen

#1494
Fee \$.80

Filed for record this 22nd day of
June, A. D., 1927, at 4:45 o'clock
P. M.

Gladys B. DeVault, Recorder.
Ercell M. Knott, Deputy.

MORTGAGE

THIS MORTGAGE, Made the 21st day of June, 1927, by and between Alfred Binns, single; Everett L. Binns and wife Susie M. Binns, of Madison County, Iowa; Martha J. Binns, widow; Fred Binns, single; Arthur W. Binns, single; and Dessie Busch formerly Dessie Binns and husband, Dwight Busch, of Madison County and State of Iowa, hereinafter called the mortgagors, and JEBENS & BUTENSCHOEN of Davenport, Iowa, hereinafter called the mortgagee,

WITNESSETH; That the mortgagors, in consideration of the sum of Eighteen Hundred and

no/100 (\$1800.00) Dollars, paid by the mortgagee, hereby convey to the mortgagee, their heirs and assigns, the following described real estate situated in the County of Madison State of Iowa, to-wit:

The East One-half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-four (34), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M., Iowa.

Decree of foreclosure of this mortgage entered in the District Court of Madison County, Iowa, on page 102, record of said Court, 7-27-27.

L. E. S. District Clerk

For Assignment of General Mortgage 898
Mortgage Record 81 Page 821
L. E. S. District Clerk

All rights of homestead and contingent interests known as dower, or other right of any person, had, owned or in expectancy, in and to the foregoing described premises are hereby conveyed; and mortgagors warrant the title to said premises against all persons to be void upon condition that mortgagors pay to mortgagee, their heirs or assigns, the sum of Eighteen Hundred and no/100 (\$1800.00) Dollars on the 1st day of July, 1932, with interest thereon at the rate of 5 $\frac{1}{2}$ per cent per annum, payable annually, according to the tenor and effect of the one certain promissory note, with five coupons attached, of the said mortgagors bearing even date with these presents, at the office of Jebens and Butenschoen, in Davenport, Iowa; and so long as the indebtedness secured by this mortgage remains unpaid the mortgagors also agree to keep the buildings and improvements on said real estate in good repair substantially as they are now and keep the buildings insured in responsible companies for the use and security of mortgagee, in a sum not less than their insurable value, and deliver to mortgagee the policies and renewal receipts; and mortgagors further agree to pay, when due, all taxes and assessments, either general or special, that become liens upon said real estate; and should mortgagors fail to pay such taxes or assessments or effect such insurance, then mortgagee may do so, and the sums so paid shall be recovered from mortgagors, which sums, as well as all past due interest and principal, shall bear eight per cent per annum interest, and shall constitute a portion of the debt hereby secured; and in case of the institution of legal proceedings, by foreclosure or otherwise, to collect said mortgage debt, or any part thereof, a reasonable attorney's fee as provided by law, as also the expense of an abstract of title necessary to bring foreclosure action, are to be considered a part of the costs of suit and collected in the same manner.

A failure to comply with any one or more of the conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith, without notice or demand, and in case of default in any respect on the part of mortgagors, the rents and profits of said real estate are hereby pledged to the payment of the interest, taxes, insurance, cost of abstract and principal secured by this mortgage, and said mortgagee shall be and hereby is authorized to take immediate possession of all said property and to

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rent the same, and shall be held liable to account to mortgagors only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption; the taking possession of said real estate by mortgagee as herein provided shall in no manner prevent or retard the collection of the mortgage debt, or any part thereof, by foreclosure or otherwise.

Dated and executed the day and year first hereinabove written.

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|-----------------|------------------|--------|
| Martha J. Binns | Dessie Busch | (Seal) |
| Fred Binns | Dwight Busch | (Seal) |
| Arthur W. Binns | Everett L. Binns | (Seal) |
| Alfred Binns | Susie M. Binns | (Seal) |

STATE OF IOWA, Madison County, ss:

On this 21st day of June, 1927, before me, the undersigned, a Notary Public in and for said County, personally appeared Martha J. Binns, Widow; Fred Binns, single; Arthur W. Binns, single; Alfred Binns, Single, Everett L. Binns and wife, Susie M. Binns; Dessie Busch, formerly Dessie Binns, and husband Dwight Busch; to me known to be the identical persons named in and who executed the foregoing instrument as mortgagors, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

J. E. Hamilton.
Notary Public, Madison County, Iowa.