

Mortgage Record, No. 81, Madison County, Iowa

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

Willard Loehr, et al.,

to

#2166
Fee \$2.10Filed for record the 11th day of
October, A. D., 1927, at 2:00 o'clock
P. M.,

Gladys B. DeVault, Recorder.

For Release of ~~united~~ MortgageMortgage Record 64 Page 428 MORTGAGE

THIS INDENTURE, Made on the 1st day of April, A. D., 1927, between Willard Loehr and Etta E. Loehr, his wife; Dan M. Loehr and Mary Loehr, his wife; Effie Loehr Reinmuth and John A. Reinmuth, her husband; Willis A. Loehr and Callie E. Loehr, his wife; Mary Loehr Abbott and Jesse P. Abbott, her husband; Edith B. Strain and R. L. Strain, her husband; Clifford Burns and Hazel Burns, his wife; Ona W. Busch and Louis A. Busch, her husband; Ira F. Burns and Florence Burns, his wife; and Lulu Richmond and Everett L. Richmond, her husband, of the County of Madison and State of Iowa, party of the first part, and LANE & WATERMAN (a Co-partnership composed of Joe R. Lane, J. Reed Lane, C. D. Waterman and W. T. Waterman), of Davenport, Scott County, State of Iowa, parties of the second part, WITNESSETH: That the said first party, for the consideration of Six Thousand Five Hundred and 00/100 (\$6500.00) Dollars, the receipt whereof is hereby acknowledged do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said second parties, and to their heirs, executors administrators and assigns forever, the following described real estate, situate, lying, and being in the County of Madison and State of Iowa, to-wit:

The Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and the South Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) except one (1) acre in the Southwest corner thereof; all in Section Twenty-nine (29) in Township Seventy-four (74) North, of Range Twenty-seven (27) West of the 5th P. M.

The intention being to convey an ABSOLUTE TITLE IN FEE to said real estate, including any right of homestead, and every contingent right therein.

TO HAVE AND TO HOLD the premises above described, with the appurtenances thereto belonging, unto the said second parties, and to their heirs, executors, administrators and assigns forever. The said Willard Loehr, Dan M. Loehr, Effie Loehr Reinmuth, Willis A. Loehr, Mary Loehr Abbott, Edith B. Strain, Clifford Burns, Ona W. Busch, Ira F. Burns and Lulu Richmond each hereby covenants that the above described premises are free from any

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incumbrance; that they have full right and authority to convey the same, and they will warrant and defend the title against the lawful claims of all persons whomsoever. And the said Etta E. Loehr, Mary Loehr, John A. Reinmuth, Callie E. Loehr, Jesse P. Abbott, R. L. Strain, Hazel Burns, Louis A. Busch, Florence Burns, and Everett L. Richmond each hereby releases and relinquishes all right of dower or distributive share in the above described premises. PROVIDED ALWAYS, and these presents are upon the express condition, that if the said first parties, their heirs, executors, or administrators, shall pay, or cause to be paid, to the said second parties, their heirs, executors, administrators and assigns, the sum of SIX THOUSAND FIVE HUNDRED and 00/100 Dollars, on the first day of April, 1932, with interest thereon at the rate of five per cent per annum payable Apr. 1, annually, both principal and interest payable at the office of the said second parties, in Davenport, Iowa, according to the tenor and effect of the promissory note executed by the said Willard Loehr, Dan M. Loehr, Effie Loehr Reinmuth, John A. Reinmuth, Willis A. Loehr, Mary Loehr Abbott, Jesse P. Abbott, Edith B. Strain, R. L. Strain, Clifford Burns, Ona W. Busch, Louis A. Busch, Ira F. Burns, Lulu Richmond and Everett L. Richmond, bearing even date with these presents, then these presents to be void, otherwise to be, and remain in full force. With the express understanding and agreement, that if the principal sum hereby secured, or any installment of interest thereon, shall not be paid when due and payable, the same shall bear interest at the rate of eight per cent per annum until paid; and if default be made in the payment of any installment of interest or in case of a failure to perform any of the covenants contained herein, then the said principal sum, with the interest due and accrued thereon, shall, at the option of the said second parties, their heirs, executors, administrators and assigns, become at once due and payable, without notice to the said first party, and suit may be brought for the collection thereof, and for the foreclosure of this mortgage.

It is hereby further agreed, that should said second parties, their heirs, executors, administrators and assigns, redeem said real estate from a tax sale, or become involved in litigation, either in maintaining the security created by this mortgage, or in maintaining its priority, in either or any of said events, said first party shall refund all moneys, costs, charges and expenses paid out or incurred by reason thereof, and also pay a reasonable sum to said second parties, their heirs, executors, administrators and assigns, to defray their attorney's fees incurred thereby, and that this mortgage shall be security for all of said sums.

It is hereby further agreed, that in the event of a suit being brought for the foreclosure of this mortgage, there shall be assessed, as a part of the costs thereof, in favor of the plaintiff, the amount authorized by law therefor, to defray their attorney's fee.

It is hereby further agreed, that in the event of a suit being brought for the foreclosure of this mortgage, there shall be assessed, as a part of the costs thereof, in favor of the plaintiff, the reasonable costs of a continuation abstract of the property herein described.

And it is further expressly agreed, that in the event of a failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second parties, their heirs, executors, administrators and assigns, shall have, from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien on all crops thereafter raised on said real estate, and all rents and profits thereafter accruing thereon, and shall be, and hereby are authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession

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thereof as^{above} provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the date herein first written.

- | | |
|------------------------|---------------------|
| ✓ Effie Loehr Reinmuth | ✓ Jesse P. Abbott |
| ✓ John A. Reinmuth | ✓ Mary Loehr Abbott |
| ✓ Dan M. Loehr | ✓ Willard Loehr |
| ✓ Lulu Richmond | ✓ Ona W. Busch |
| ✓ Everett L. Richmond | ✓ Louis A. Busch |
| ✓ Willis A. Loehr | ✓ Edith B. Strain |
| ✓ Callie E. Loehr | ✓ R. L. Strain |
| ✓ Etta E. Loehr | ✓ Ira F. Burns |
| ✓ Mary Loehr | ✓ Florence Burns |
| | ✓ Hazel Burns |
| | ✓ Clifford Burns |

STATE OF IOWA
) ss:
 Madison County

Be it remembered, that on this 23rd day of August, A. D., 1927, before the undersigned, a Notary Public in and for said County, personally appeared Willard Loehr and wife, Etta E. Loehr, and Dan M. Loehr and wife, Mary Loehr, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors, and acknowledged the execution of said instrument to be their voluntary act and deed.

Witness my hand and notarial seal, the day and year last above written.



Will H. Henry.
 Notary Public in and
 for said County.

STATE OF WYOMING
) ss:
 Laramie County

Be it remembered, that on this 26 day of June, A. D., 1927, before the undersigned, a Notary Public in and for said County, personally appeared Willis A. Loehr and wife, Callie E. Loehr, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, the day and year last above written. Joseph E. Gibson

Joseph E. Gibson
 Notary Public in and for said County.
 My Commission expires April 22, 1930.

(Notarial Seal)

STATE OF IDAHO
) ss:
 Kootena County

Be it remembered, that on this 28 day of June, A. D., 1927, before the undersigned, a Notary Public in and for said County, personally appeared Mary Loehr Abbott, to me personally known to be the identical person whose name is affixed to the foregoing mortgage as grantor and acknowledged the execution of said instrument to be her voluntary act and deed.

WITNESS my hand and notarial seal, the day and year last above written.

(Notarial Seal)

John W. Boothe
 Notary Public in and for said county.
 My commission expires April 22, 1930.

STATE OF MONTANA
) ss:
 Cascade County

Be it remembered, that on this 9th day of June, A. D., 1927, before the undersigned,

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a Notary Public in and for said County, personally appeared Jesse P. Abbott, to me personally known to be the identical person whose name is affixed to the foregoing mortgage as grantor and acknowledged the execution of said instrument to be his voluntary act and deed.

Witness my hand and notarial seal, the day and year last above written.

(Notarial seal)

W. W. Huntsberger,
Notary Public in and for said county.
My commission expires May 1, 1928.

STATE OF CALIFORNIA) ss:
Sacramento County

Be it remembered, that on this 30th day of June, A. D., 1927, before the undersigned a Notary Public in and for said county, personally appeared Effie Loehr Reinmuth and husband, John A. Reinmuth, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

(Notarial seal)

Arthur E. Miller
Notary Public in and for said county.
My commission expires Jan. 24, 1929.

STATE OF MISSOURI) ss:
Linn County

Be it remembered, that on this 13 day of Aug., A. D., 1927, before the undersigned, a Notary Public in and for said county, personally appeared Lulu Richmond and husband Everett L. Richmond, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

(Notarial Seal)

C. A. Felt
Notary Public in and for said county.
My commission expires Nov. 10th, 1929.

STATE OF NEBRASKA) ss:
Dawson County

Be it remembered that on this 27 day of July, A. D., 1927, before the undersigned, a Notary Public in and for said county, personally appeared Ira F. Burns and wife, Florence Burns, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, the day and year last above written.

(Notarial seal)

C. J. Boyles,
Notary Public in and for said county.
My commission expires Jan. 23, 1928.

STATE OF COLORADO) ss:
Mesa County

Be it remembered that on this 30 day of July, A. D., 1927, before the undersigned, a Notary Public in and for said county, personally appeared Edith B. Strain and husband R. L. Strain, to me personally known to be the identical persons whose names are affixed to the foregoing mortgage as grantors, and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

(Notarial Seal)

J. Victor Young
Notary Public in and for said county
My commission expires July 28, 1928.

Filed for record the 12 day