

500
Mortgage Record, No. 81, Madison County, Iowa

H. A. England & Effie M.
England (Husband and wife)

#2208

Fee \$.80

Filed for record this 18th day of
October, A. D., 1927, at 1:20 o'clock
P. M.

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

Jebens & Butenschoen

MORTGAGE

THIS MORTGAGE, Made the 25th day of July, 1927, by and between H. A. England and Effie M. England (Husband and wife) of Madison County, and State of Iowa, hereinafter called the mortgagors, and Jebens & Butenschoen hereinafter called the mortgagee,

WITNESSETH: That the mortgagors, in consideration of the sum of Two Thousand Eight Hundred and no/100 (\$2800.00) 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 and State of Iowa, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26), Township Seventy-seven (77), North Range Twenty-eight (28) West of the 5th P. M., Iowa.

This mortgage is given to secure the purchase price of the above described land.

All rights of homestead and contingent interest known as dower, or other right of any description, 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 whomsoever.

To be void upon condition that mortgagors pay to the mortgagee, their heirs or assigns, the sum of Two Thousand Eight Hundred and no/100 (\$2800.00) Dollars, as follows: \$200.00 on December 1st, 1927; \$200.00 on June 1st, 1928; \$200.00 on December 1st, 1928; and the balance of \$2200.00 on July 22nd, 1932 with interest thereon at the rate of six per cent per annum, payable semi-annually according to the tenor and effect of the four certain promissory notes, with 16 coupons attached, of the said H. A. England & Effie M. England (Husband and wife) bearing even date with these presents, at the office of Jebens & 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 now are 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 the mortgagee the policies and renewal receipts; and the 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 the 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

Assignment of Interest in Mortgage
Mortgage Record, No. 81, Page 170

Mortgage Record, No. 81, Madison County, Iowa

511

JENKINS-FERGEMANN & CO., WATERLOO, IOWA—NO. 8051

closure 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 hereby are 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 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.

H. A. England (Seal)

Effie M. England (Seal)

STATE OF IOWA, Madison County) ss:

On this 20th day of August, 1927, before me the undersigned, a Notary Public in and for said County, personally appeared H. A. England and Effie M. England, 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.

S. A. Hays,
Notary Public, Madison County, Iowa.

NOTARIAL
SEAL

Filed for record the 19 day of

That all sums of money not paid when due, as provided in this extension, shall bear