

Mortgage Record, No. 82, Madison County, Iowa

Charles A. Berry & Lula M. Berry
(Husband and wife)
To
Jebens & Butenschoen

#1436
Fee \$.80 ✓

Filed for record this 7 day of May
A. D. 1928 at 11:55 o'clock. A. M.

Gladys B. De Vault, Recorder.

THIS MORTGAGE, Made the 28th day of April 1928, by and between Charles A. Berry and Lula M. Berry (Husband and wife) of Madison County, and State of Iowa, hereinafter called the mortgagors, and Jebens & Butenschoen, Davenport, Iowa hereinafter called the mortgagee.

WITNESSETH: That the mortgagors, in consideration of the sum of Four Thousand Five Hundred and no/100 (\$4500.00) 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 of the Southeast Quarter ($\frac{1}{4}$) of Section Nine (9), The Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$); Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) and the South Half ($\frac{1}{2}$) of the North Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) and the strip of land

Charles Mausner
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BOONE BLANK BOOK CO., BOONE, IOWA. 21144-28

described as follows: Commencing at the North west corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), running thence South 20 feet, thence East 20 feet, thence North 20 feet, thence West 20 feet, to the point of beginning, all in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P. M., Iowa.

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 mortgagee, their heirs and assigns, the sum of Four Thousand Five Hundred and no/100 (\$4500.00) Dollars as follows: \$250.00 on April 28th, 1929; \$250.00 on April 28th, 1930; \$250.00 on April 28th 1931; \$250.00 on April 28th 1932; \$3500.00 on April 28th, 1933 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 five certain promissory notes, with 15 coupons attached, of the said mortgagors 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 mortgagee the policies and renewal receipts; 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 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 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; and taking possession of said real estate by mortgagee as hereby 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 herein above written.

Charles A. Berry (Seal)

Lula M. Berry (Seal)

Anna Mawer
For Assignment of entire Mortgage
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STATE OF IOWA, Madison County, ss:

On this 28th day of April 1928, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared Charles A. Berry and Lula M. Berry (Husband and wife) 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

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

C. E. Morris
To
Robert S. Levis

#1459
Fee \$.50 ✓

Filed for record on the 10th day of May,
A. D. 1928 at 11:20 o'clock A. M.
Gladys B. De Vault, Recorder

Assignment of Mortgage.

For value received, I, C. E. Morris hereby assign, set over, and transfer to Robert S. Levis all my right, title and interest in and to a certain indenture of mortgage, executed by F. H. Hensey and bearing date of September the 13th 1927, and recorded in the office of the recorder of Madison County, State of Iowa, Book 81, page 490, thereof on the 17th day of September 1927. Upon the following premises situated in Madison County, State of Iowa, to-wit:

Commencing at the South East corner of Lot Five (5), thence running West twenty-two (22) feet, thence North seventy-five (75) feet, thence East twenty-two (22) feet, thence South to the place of beginning. Being parts of Lots four (4) and five (5) in Block three (3) original town of Earlham, Iowa. Also all machinery, equipments and stock belonging to grantor and located on said premises in the building or shop situated thereon.

And I hereby authorize, empower, and appoint the said Robert S. Levis to cancel said mortgages of record, and to receive and receipt for all money due and secured by said mortgage, as fully and completely and with like force and effect in law and equity as if done by me.

Signed this 31st day of October 1927.

C. E. Morris

State of Iowa, Polk County, ss:

On this 31st day of October 1927 before me J. T. Hambleton a Notary Public within and for said County, personally came C. E. Morris, personally to me known to be the identical person who executed the above assignment of mortgage as assignor, and severally acknowledged the execution thereof to be his free and voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial seal at Des Moines on the date and day last above written.

J. F. Hambleton.
Notary Public

Polk County, Iowa.

NOTARIAL
SEAL