

Mortgage Record No. 80 , MADISON County, Iowa.

317

Acres-Blackmar Co., Burlington 87537

Mina B. Brown & Jesse V. Brown, (wife and husband) TO Jebens & Butenschoen

STATE OF IOWA, Madison COUNTY, ss. Filed for Record the 16th day of July A. D. 1928 at 8:40 o'clock A. M.

MORTGAGE #1942 Glaggs B. De Vault, Recorder. By Recording Fee, \$ .90 Deputy.

This Mortgage, Made the 1st day of March 1928, by and between Mina B. Brown and Jesse V. Brown (wife and husband) of Polk 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 Three Thousand Five Hundred and no/100 (\$3500.00) 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 Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-six (26), and the East 18  $\frac{3}{4}$  acres of the South 50 acres of the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-two (22), all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa.

Decree of foreclosure of this mortgage entered, 12-20-1937 in the District Court of Madison County, Iowa, on page 156 of said Court. 4-14 1933 G. R. Spurgeon Clerk District Court.

All rights of homestead and contingent interests 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 or assigns, the sum of Three Thousand five Hundred and no/100 (\$3500.00) DOLLARS, as follows: \$100.00 on March 1st, 1930; \$100.00 on March 1st, 1931; \$100.00 on March 1st, 1932; and the balance of \$3200.00 March 1st, 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 four certain promissory note, with 14 coupons attached, of the said mortgagors bearing even date with these presents,

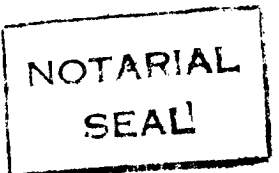
at the office of Jebens & Butenschoen, in Davenport, Iowa; and so long as the indebtedness secured by this mortgage remains unpaid the mortgagors also agree to keep the buildings and improvements on said real estate in good repair substantially as they now are and keep the buildings insured in responsible 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; 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 assessment 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; 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.

Mina B. Brown [SEAL]  
Jesse V. Brown [SEAL]

STATE OF IOWA, Madison COUNTY, ss. On this 14th day of July 1928 before me, the undersigned, a Notary Public in and for said County, personally appeared Mina B. Brown & Jesse V. Brown, (wife and husband)



to me known to be the identical person named in and who executed the foregoing instrument as mortgagors, and acknowledged that they executed the same as their voluntary act and deed.

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

John Carstene FOR Assignment of Unpaid Mortgage 80 Mortgage Record 83 Page 153