

Mortgage Record No. 80, Madison County, Iowa.

Acres-Blackmar Co., Burlington 87537

STATE OF IOWA, Madison COUNTY, ss.

Filed for Record the 21st day of July A. D. 1928.

at 9:30 o'clock P. M.

Wm E. Colclazier & Wife

TO

MORTGAGE

Jebens & Butenschoen

#1978

Gladys B. Devault

Recorder.

Recording Fee, \$ .90

By

Deputy.

This Mortgage, Made the 12th day of April 1928 by and between

Wm. E. Colclazier and Ida Colclazier, 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 and no/100 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:

A tract of land described as follows: commencing at the South east corner of the Northeast Quarter of the Northeast Quarter of Section 19, in Township 75 North, of Range 26, West of the 5th P.M., Iowa, running thence North 55 rods to Jones Creek in a Northwesterly direction along the meanderings of said Creek to the Northwest corner of said 40 acre tract, thence South 80 rods; thence East 80 rods to place of Beginning. Containing 35 acres more or less. Also the Northwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 19, Township 75 North, Range 26, West of the 5th P.M., Iowa.

For Assignment of unrecorded Mortgage see Mortgage Record 82 Page 115

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

Two Thousand and no/100 DOLLARS,

on April 12, 1922

with interest thereon at

the rate of 5 1/2 per cent per annum, payable annually, according to the tenor and effect of the one certain promissory note,

with four coupons attached, of the said Wm. E. Colclazier and Ida Colclazier 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.

Wm. E. Colclazier [SEAL]

Ida Colclazier [SEAL]

[SEAL]

[SEAL]

STATE OF IOWA, Warren COUNTY, ss.

On this 5th day of July 1928, before me, the undersigned, a Notary Public in and for said County, personally appeared

Wm. E. Colclazier and Ida Colclazier, husband and wife

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.



George T. Rosenberg

Notary Public, Warren County, Iowa.