

Mortgage Record No. 80, Madison County, Iowa.

Acres-Blackmar Co., Burlington 87537

STATE OF IOWA, Madison COUNTY, ss. Filed for Record the 11th day of August A. D. 1928 at 1:50 o'clock P. M. MORTGAGE #2112 Gladys B. DeVault Recorder. By Jessie Allgeyer Deputy. Recording Fee, \$.90

This Mortgage, Made the 26th day of July 1928, by and between Frank White, N. J. White and Myrtle White, all single 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 Two Hundred and no/100 (\$2200.00) 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:

Commencing at the Northwest corner of the Southwest quarter (SW 1/4) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28), running thence East 30 rods, thence South 120 rods, thence West 30 rods, thence North 120 rods to the place of beginning; also the South Half (S 1/2) of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28), except a strip of land commencing at the southeast corner of said South Half (S 1/2) of the Southwest quarter (SW 1/4) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28), running thence East 22 1/2 feet, thence North 300 feet, Thence East 22 1/2 feet, thence South 300 feet to the place of beginning; also commencing at a stone located at a point 1305.75 feet East of the Southwest corner of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28), running thence North 300 feet to a stone, thence East 290.4 feet to a stone, thence South 300 feet to a stake, thence West 290.4 feet to the place of beginning, containing 42 acres. All being in Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

All right 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 Two Hundred and no/100 (\$2200.00) DOLLARS, on as follows: \$100.00 July 26th, 1929; \$100.00 July 26th, 1930; \$100.00 July 26th, 1931; \$100.00 July 26th, 1932; and \$1600.00 July 26th, 1933,

with interest thereon at the rate of six per cent per annum, payable annually, according to the tenor and effect of the five certain promissory note, 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; 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.

Frank White [SEAL] N. J. White [SEAL] Myrtle White [SEAL]

STATE OF IOWA, Madison COUNTY, ss.

On this 6th day of August 1928, before me, the undersigned, a Notary Public in and for said County, personally appeared Frank White, N. J. White and Myrtle White, all single

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.

J. E. Hamilton [SEAL]

Notary Public, Madison County, Iowa.

