

Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN & CO., WATERLOO, IOWA-NO. 6051

G. G. Hole & Susie Hole
(Husband and wife)

to

Jebens & Butenschoen

#347

Fee \$1.00 ✓

Filed for record this 10 day
of February, A. D., 1928, at 8:50
o'clock A. M.

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

MORTGAGE

THIS MORTGAGE, Made the 6th day of February, 1928, by and between G. G. Hole and Susie Hole (husband and wife) of Madison County, and State of Iowa, hereinafter called the mortgagors, and Jebens & Butenschoen of Davenport, Iowa, hereinafter called the mortgagee,

WITNESSETH: That the mortgagors, in consideration of the sum of Two Thousand and no/100 (\$2000.00) 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:

All that part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), lying South and East of the right-of-way of the Chicago, St. Paul & Kansas City Railway Company, and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eleven (11), all in Township Seventy-four (74) North, Range Twenty-seven (27), West of the 5th P. M., excepting therefrom the following: Commencing at a point 43 rods East of the Northwest corner of said last described 40 acre tract; running thence West 43 rods; thence South 9 rods, thence NorthEast to the place of beginning; and also excepting the following: Commencing at a point 2 rods and 21 links South of the Northeast corner of said Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eleven (11); running thence South 72 rods and 12 links to the center of the creek; thence North 43 degrees and 8 minutes West, 35 rods and 1 link; thence North 27 degrees and 30 minutes East, 31 rods and 14 links; thence North 6 degrees and 15 minutes East, 17 rods and 11 links; thence North 78 degrees and 35 minutes East 7 rods and 19 links to the place of beginning; containing in all 46 acres, more or less, according to United States Government Survey.

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 (\$2000.00) Dollars on February 8th, A. D., 1933, with interest thereon at the rate of per cent per annum, payable annually, according to the tenor and effect of the one certain promissory note, with 5 coupons attached, of the said G. G. Hole and Susie Hole (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 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 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

FOR ASSIGNMENT OF UNPAID MORTGAGE DEBT
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Hearge Klindt

G. K. Smith
92
430

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 3 day of April 1931
G. K. Smith
Witnessed by
Pearce E. Shetterly Recorder

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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 the 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.

G. G. Hole (Seal)

Susie Hole (Seal)

STATE OF IOWA,

Madison County) ss:

On this 7th day of February, 1928, before me, the undersigned, a Notary Public in and for said County, personally appeared G. G. Hole and Susie Hole (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.

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

