For ~~Release~~ Assignment Amendment of annexed Mortgage see Mortgage Record 81 Page 52

James C. Moore and
Myrtle E. Moore

to

Jebens & Butenschoen

\#735
Fee $.80

Filed for record the 6th day of March, A. D., 1928, at 4:40 o'clock P. M.

Gladys B. DeVault, Recorder

Clerk District Court.

MORTGAGE

THIS MORTGAGE, Made the 1st day of March, 1928, by and between James C. Moore, unmarried, and Myrtle E. Moore, unmarried, 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 Thirty-seven Hundred 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:

> The Southwest Quarter of Southwest Quarter and South Half of Southeast Quarter of Southwest Quarter of Section Fifteen (15), and North Half of Northwest Quarter of Northwest Quarter of Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P. M., in Madison County, Iowa.

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 Thirty-seven Hundred and no/100 Dollars, on March 1, 1933, with interest thereon at the rate of 5½ per cent per annum, payable annually, according to the tenor and effect of the one certain promissory note, with five coupons attached, of the said James C. Moore and Myrtle E. Moore bearing even date with these presents, at the office of Jebens

JENKINS-FERGEMANN CO., WATERLOO, IOWA, NO. 9231

& 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 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.

James C. Moore (Seal)

Myrtle E. Moore (Seal)

STATE OF IOWA
) ss:
Madison County

On this 6th day of March, 1928, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared James C. Moore and Myrtle E. Moore, 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

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

Lane & Waterman

Filed for record the 6th day