

Mortgage Record No. 80 , Madison County, Iowa.

E. E. Howard and Jennie I. Howard
husband and wife.
TO
Jebens & Butenschoen

STATE OF IOWA, Madison COUNTY, ss.
Filed for Record the 28 day of January A. D. 1929
at 9:10 o'clock A. M.
MORTGAGE
#120
Recording Fee, \$.90

Mildred E. Knott
By Zelda Wildin
Recorder.
Deputy.

This Mortgage, Made the 21st day of January, 1929, by and between
E. E. Howard and Jennie I. Howard, 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 Twenty-five 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:

North Half of Southwest Quarter of Section Eleven (11),
Township Seventy-five (75) North, Range Twenty-six (26)
West of the 5th P. M., except railroad right of way as
now located across the same.

Decree of foreclosure of this mortgage
entered 2-28-34 in the District Court
of Madison County, Iowa, on page 447 record
of said Court.
7-20-1934
Clerk District Court.

Carrie N. Wright
For Assignment of Interest Mortgage
Mortgage Record 822 Page 197
Assignment of Interest Mortgage see
Mortgage Record 825 Page 51

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 de-
scribed 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 Hundred Dollars
on February 1, 1930; Two Hundred Dollars on February 1, 1931; Two Hundred Dollars
on February 1, 1932; Two Hundred Dollars on February 1, 1933; and Seventeen Hundred Dollars
on February 1, 1934.

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 s,
with ----- coupons attached, of the said E. E. Howard and Jennie I. Howard 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 pro-
ceedings 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.
E. E. Howard [SEAL]
Jennie I. Howard [SEAL]
[SEAL]
[SEAL]

STATE OF IOWA, Madison COUNTY, ss.
On this 24 day of January, 1929, before me, the undersigned, a Notary Public in and for said County, personally appeared
E. E. Howard and Jennie I. Howard, husband and wife,
to me known to be the identical person s named in and who executed the foregoing instrument as mortgagors, and
acknowledged that they executed the same as their voluntary act and deed.



D. B. Dasady
Notary Public, Madison County, Iowa.