

Mortgage Record No. 80 , MADISON County, Iowa.

Acres-Blackmar Co., Burlington -87537

STATE OF IOWA, Madison COUNTY, ss.
Filed for Record the 11 day of April A. D. 1929
at 3:00 o'clock P. M.
MORTGAGE
#793
Recording Fee, \$. 90
S. G. Brown and wife TO Jebens & Butenschoen, Davenport, Iowa
By Mildred E. Knott Recorder.
Zelda Wildin Deputy.

This Mortgage, Made the 1st day of March 1929, by and between
S. G. Brown and Alice Brown (Husband and wife)
of Madison County, and State of Iowa, hereinafter called the mortgagors, and Jebens & Butenschoen,
Davenport, Iowa hereinafter called the mortgagee. WITNESSETH: That the mortgagors, in consideration of
the sum of Two Thousand Five Hundred and no/100 (\$2500.00) 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:
The Northeast Quarter (NE $\frac{1}{4}$) of the South-
east Quarter (SE $\frac{1}{4}$) of Section Six (6),
Township Seventy-five (75) North, Range
Twenty-six (26), West of the 5th P. M.,
Madison County, Iowa.

Decree of foreclosure of this mortgage
entered, 2-25-32 in the District Court
of Madison County, Iowa, on page 135 record
of said Court.

7-11-1932
Clerk District Court.

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 Thousand Five Hundred and no/100 (\$2500.00) DOLLARS,
on March 1st, 1934.

with interest thereon at
the rate of six 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 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 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.

S. G. Brown [SEAL]
Alice Brown [SEAL]
[SEAL]
[SEAL]

STATE OF IOWA, Madison COUNTY, ss.
On this 28th day of March 1929, before me, the undersigned, a Notary Public in and for said County, personally appeared
S. G. Brown and Alice Brown (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.

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

