

Mortgage Record, No. 82, Madison County, Iowa

BOONE BANK BOOK CO., BOONE, IOWA 21144528

For Release of annexed Mortgage see
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Opal Schweinebart & husband
to
Frank L. Drake, Trustee

#160
Fee \$.80

Filed for record the 21 day of
January A. D. 1930 at 10:45 o'clock
A. M.
Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

MORTGAGE

For the Consideration of Thirteen Thousand One Hundred Seventy-one and 95/100 DOLLARS
Opal Schweinebart and Fredrich Schweinebart, her husband, of Jasper County, State of Iowa,
^{first} parties hereby convey to Frank L. Drake, Trustee, of Newton, Jasper County, Iowa second
party, an undivided two-fifteenths (2/15) interest in and to the following described real
estate to-wit:

Lot One (1) in the North One Half (N $\frac{1}{2}$) of the North East Quarter (NE $\frac{1}{4}$) and the South
East Quarter (SE $\frac{1}{4}$) of the North East quarter (NE $\frac{1}{4}$) of Section Twenty (20); The West

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Half ($\frac{1}{2}$) of the North West Quarter ($\text{NW}\frac{1}{4}$), the North West Quarter ($\text{NW}\frac{1}{4}$) of the South West Quarter ($\text{SW}\frac{1}{4}$), and the North Half ($\text{N}\frac{1}{2}$) of the South West Quarter ($\text{SW}\frac{1}{4}$) of the South West Quarter ($\text{SW}\frac{1}{4}$) of Section Twenty-one (21); the South Half ($\text{S}\frac{1}{2}$) of the South East Quarter ($\text{SE}\frac{1}{4}$) of Section Twenty-two (22); the North Quarter ($\text{N}\frac{1}{4}$) and the North Half ($\text{N}\frac{1}{2}$) of the South West Quarter ($\text{SW}\frac{1}{4}$) of the North West Quarter ($\text{NW}\frac{1}{4}$) of Section Twenty-six (26); The West Half ($\text{W}\frac{1}{2}$) and the North East Quarter ($\text{NE}\frac{1}{4}$) of the North East Quarter ($\text{NE}\frac{1}{4}$) and Lot One (1) in the South East Quarter ($\text{SE}\frac{1}{4}$) of the North East Quarter ($\text{NE}\frac{1}{4}$), and the North West Quarter ($\text{NW}\frac{1}{4}$) of the South East Quarter ($\text{SE}\frac{1}{4}$) of Section Twenty-seven (27); the North West Quarter ($\text{NW}\frac{1}{4}$) of the North West Quarter ($\text{NW}\frac{1}{4}$) of Section Twenty-five (25), all in Township 81 North, Range 20, West of the 5th P. M., Iowa; the East Half ($\text{E}\frac{1}{2}$) of the North West Quarter ($\text{NW}\frac{1}{4}$) of Section Twenty-three (23), Township 81 North, Range 20 West of the 5th P. M., Iowa, except a tract of land in the last described real estate more particularly described as follows: a right of way, 16 Feet wide, being 8 Feet on each side of a straight line commencing at a point 350 Feet East of the North West Corner of the North East Quarter ($\text{NE}\frac{1}{4}$) of the North West Quarter ($\text{NW}\frac{1}{4}$) of said Section Twenty-three (23), run thence South to the septic tank now owned and maintained by the Town of Baxter, Jasper County, Iowa, on said premises, and also except the grounds of said septic tank described as follows: commence at a point 370 Feet South and 220 Feet East of the North West Corner of the North East Quarter ($\text{NE}\frac{1}{4}$) of the North West Quarter ($\text{NW}\frac{1}{4}$) of said Section Twenty-three (23), run thence East 200 Feet, South 200 Feet, West 200 Feet, North 200 Feet, to place of beginning; all in Jasper County, State of Iowa.

Also the North Half ($\text{N}\frac{1}{2}$) of the South East Quarter ($\text{SE}\frac{1}{4}$) and the South East Quarter ($\text{SE}\frac{1}{4}$) of the South East Quarter of Section Twenty (20), Township 74 North, Range 27 West of the 5th P. M.; all in Madison County, State of Iowa.

All rights of homestead, dower, or distributive share, or other right whatsoever, are released and conveyed. The said first parties hereby WARRANTS the title against all persons whomsoever; conditioned, however, if the said Opal Schweinebart and Fredrich Schweinebart, her husband, shall pay the said Frank L. Drake, Trustee, his representatives, or assigns the sum of Thirteen Thousand One Hundred Seventy-one and 95/100 DOLLARS on or before the 1st day of January A. D. 1931 with interest thereon from date at the rate of 7 per cent per annum, payable annually, according to the tenor of 1 principal promissory note with no interest coupons attached of even date herewith, with 7 per cent interest thereon after maturity, principal and interest payable at First National Bank, Newton, Iowa, and shall perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

SAID FIRST PARTY shall not suffer waste, shall pay all taxes and assessments upon said property before delinquent; also all personal taxes, shall keep buildings thereon insured to the satisfaction of said second party for at least their insurable value, assigning and delivering all policies and renewal receipts to second party, if demanded; and shall pay, in case of suit, all reasonable costs and attorney's fees and expense of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A FAILURE to comply with any of the agreements hereof shall cause the whole debt at once to become due and collectable, at the option of the second party without notice, and said second party or assigns may take immediate possession of said land and account for the net profit only, and said second party or assigns shall be entitled to have a receiver appointed to take immediate possession of said land, and to have the net profits thereof applied on said indebtedness until the same shall have been fully paid. Said taking

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possession shall in no way retard collection or foreclosure.

ALL MONEY paid by second party or assigns for insurance or taxes shall bear interest at the rate of eight per cent per annum, payable annually, and be a lien on said land under this mortgage.

Dated this 1st day of January 1930.

Opal Schweinebart

Fredrich Schweinebart

STATE OF IOWA, MARSHALL COUNTY, S S:

On this 1st day of January A. D., 1930, before the undersigned, W. T. Bennett a Notary Public in and for Marshall County, personally appeared Opal Schweinebart and Fredrich Schweinebart, her husband to me personally known to be the identical persons named in and who executed the foregoing mortgage and whose names are affixed thereto as grantors and acknowledge that they executed the same as their voluntary act and deed.

WITNESS my hand and notarial seal, the day and year last above written.

**NOTARIAL
SEAL**

W. T. Bennett

Notary Public in and for Jasper County