

Mortgage Record, No. 83, Madison County, Iowa

Decree of foreclosure of this mortgage
any 2/1933
of Madison County, Iowa, on page 123 record
of said Court

BOONE BLANK BOOK CO., BOONE, IOWA. 23018-30

July 4, 1933

Kewanee Securities Company

#686

Filed for Record the 21 day of
March A. D. 1932 at 10:46 o'clock
A. M.,

To

Fee \$1.10

Ralph M. Powers, Trustee

Mildred E. Knott, Recorder

DEED OF TRUST

THIS INDENTURE WITNESSETH:

THAT THE GRANTOR KEWANEE SECURITIES COMPANY, a Corporation of the City of Kewanee in the County of Henry and State of Illinois for and in consideration of the sum of Eight Thousand (\$8000.00) Dollars in hand paid, Conveys and Warrants to RALPH M. POWERS, TRUSTEE of the City of Kewanee County of Henry and State of Illinois the following described Real Estate to-wit:

The East One Hundred Six and Two-Thirds (106-2/3) acres of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28) in Township Seventy-six (76) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Madison County, Iowa.

situated in the County of Madison in the State of Iowa hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment, or a breach of any of the covenants or agreements herein contained, in trust, nevertheless, for the following purposes:

WHEREAS, The said Kewanee Securities Company Grantor herein is justly indebted upon Sixteen Promissory Notes payable to the order of "Bearer", each of said notes being for the sum of Five Hundred Dollars (\$500.00), and more particularly described as follows: Debenture No. 107 comprising 11 notes all dated August 2, 1927, and due as follows: Notes No. 9 and 10 due February 2, 1932; Note NO.11 due August 2, 1932; Notes NO.13 and 14 due February 2, 1933; Notes 15 and 16 due August 2, 1933; Notes 17 and 18 due February 2, 1934; and Notes No. 19 and 20 due August 2, 1934: and Debenture No. 113 comprising 5 notes all dated October 11, 1927, and due as follows: Notes No.15 and 16 due April 11, 1932; and Notes No. 17, 18 and 19 due October 11, 1932; all of the foregoing described notes bearing interest at the rate of 6% per annum, payable semi-annually.

Now, if default be made in the payment of the said 16 Promissory Notes or of any part thereof, or the interest thereon, or in any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case case the whole of said principal sum and interest, secured by the said 16 Promissory Notes shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and, on the application of the legal holder of said Promissory Notes or either of them, it shall be lawful for the said grantee, or his successor in trust, to enter unto and upon and take possession of the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof; and, in his own name or otherwise, to file

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a bill or bills, in any court having jurisdiction thereof, against the said party of the first part its heirs, executors, administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purpose herein specified, by said party of the second part, as such trustee, or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of such suit, all costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed to execute this trust, and reasonable attorney's and solicitor's fees and also all other expenses of this trust, including all moneys advanced for abstract of title, insurance, taxes and other liens or assessments, with interest thereon at seven per cent. per annum, then to pay the principal of said notes whether due and payable by the terms thereof, or the option of the legal holder thereof, and interest due on said notes up to the time of such sale, rendering the overplus, if any, unto the said party of the first part its legal representatives or assigns, on reasonable request, and to pay any rents that may be collected after such sale and before the time of redemption expires, to the purchaser or purchasers of said premises at such sale or sales, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And the Party of the First Part Does covenant and agree to keep all buildings and improvements on the premises hereby conveyed, insured against fire, until said notes with interest are fully paid; for a sum not less than the insurable value ___ Dollars, in such insurance companies as the legal holder of said notes shall approve, and the policies and premiums and all renewal certificates therefor shall be assigned and delivered to the said legal holder as additional security therefor

When The said notes and all expenses accruing under this Trust Deed shall be fully paid, the said grantee or his successors or legal representative shall re-convey all of said premises remaining unsold to the said grantor or his heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said Henry County, or other inability to act of said grantee, then Thomas J. Welch of said Henry County, is hereby appointed and made successor in trust therein, with like power and authority, as is hereby vested in said grantee. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee or the holder or holders of said notes, in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a holder of said note and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

Witness The hand and seal of said grantor this 10th day of February A. D. 1932

(NO SEAL)

KEWANEE SECURITIES COMPANY
By B. F. Baker, President (SEAL)
S. B. Anderson, Secretary (SEAL)

State of Illinois)
) SS.
County of Henry)

I, E. H. Koppitz, Notary Public in and for said County, in the State aforesaid. Do Hereby Certify that B. F. Baker, as President, and S. B. Anderson, as Secretary of the Kewanee Securities Company, a Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the Corporate Act of the Kewanee Securities Company, for the uses and purposes therein set forth, said Trust Deed being authorized by the Board of Directors of the Kewanee Securities Company

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BOONE BLANK BOOK CO., BOONE, IOWA 22013-30

NOTARIAL

SEAL

Given under my hand and notarial seal this 10th day of February A. D. 1932.

E.H. Koppitz
Notary Public.