

Mortgage Record, No. 85, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 24897-82

Henry W. S. Benz and wife,

#1020

Filed for Record this 26th day of
February A. D. 1934 at 10:42
o'clock A. M.

To

Fee \$.80 ✓

Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

Walter A. Benz.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Henry W. S. Benz and Florence M. Benz, husband and wife of Madison county, and State of Iowa in consideration of the sum of Five Thousand Four Hundred and No/100 (\$5400.00) DOLLARS in hand paid by Walter A. Benz of Dallas County and State of Iowa do hereby SELL and CONVEY unto said Walter A. Benz the following described premises, situated in the County of Madison and State of Iowa to-wit:

The Northwest Fractional Quarter of the Northeast Quarter
and the North Half of the Southwest Quarter of the Northeast
Quarter of Section Five in Township Seventy-seven North, of
Range Twenty-nine West, of the 5th P.M., and

For Record of General Mortgage
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Mortgage Record, No. 85, Madison County, Iowa

MOORE BLANK BOOK CO., BOONE, IOWA. 24897-32

the North 32.88 acres of the Northeast Fractional Quarter of the Northeast Quarter of Section Five in Township Seventy-seven North, of Range Twenty-nine West, of the 5th P. M., All in Madison County, Iowa.

And we hereby covenant with the said Walter A. Benz that we hold said premises by title in fee simple; that we has good right and lawful authority to sell and convey the same, that they are free and clear of all liens and incumbrances whatsoever and we covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever; and the said Florence M. Benz hereby relinquishes her right of dower in and to the above described premises.

Provided always, and these presents are upon this express condition, that if the said mortgagors heirs, executors or administrators shall pay or cause to be paid to said mortgagee executors, administrators or assigns the sum of Fifty Four Hundred Dollars on the 1st day of March 1944 with interest thereon according to the tenor and effect of the one promissory note of the said mortgagors payable to mortgagee bearing date February 24, 1934 then these presents to be void, otherwise to remain in full force.

And it is hereby agreed that the said mortgagors shall keep the buildings on said property, insured in a good and reliable company, to be selected by said mortgagee, in the sum of Three Thousand and No/100 DOLLARS.

The said first party further agrees that the said second party at any time during the existence of this indebtedness or any part thereof, until the same is fully paid, shall have power and is hereby authorized, as attorney in fact of said party to pay all liens of any kind, either prior or subsequent, that may in any manner affect the title to the land herein conveyed, and for the repayment of all moneys so paid, with interest thereon from the date of such payment at the rate of eight per cent per annum, payable semi-annually, this indenture shall be security in like manner and with like effect as for the payment of said note.

And it is hereby further agreed that if the said mortgagors allow the taxes to become delinquent upon said property, or permit the same or any part thereof to be sold for taxes or if they fail to pay the interest on said note promptly as the same becomes due the note secured hereby shall become due and payable indays thereafter; and the mortgagee heirs or assigns may proceed to foreclose the mortgage, and in case it becomes necessary to commence proceedings to foreclose the same then the said mortgagors in addition to the amount of said debt, interest and cost, agree to pay the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

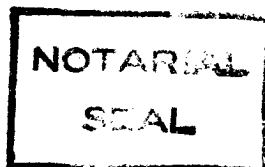
Signed and delivered this 24th day of February A. D. 1934.

Henry W. S. Benz
Florence M. Benz

STATE OF IOWA, GUTHRIE COUNTY, ss:

On this 24th day of February A. D. 1934, before me Carl P. Knox Notary Public in and for said county, personally came Henry W. S. Benz and Florence M. Benz, husband and wife personally to me known to be the identical persons named in and who executed the above instrument as grantor.. and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes herein expressed.

In TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Stuart, Guthrie County, Iowa, on the date last above written.



Carl P. Knox
Notary Public in and for
Guthrie County, Ia.