

Mortgage Record, No. 85, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 24091-32

My commission expires February 1, 1939

David Brittain
Sadie E. Brittain#32
Fee \$1.00Filed for record the 4 day of Jan.
A. D. 1935 at 11:40 O'clock A. M.,

To

Valda C. Bishop, Recorder

Northwestern Mutual Life
Insurance Company

GRANT OF POSSESSION

THIS INDENTURE, Made this 24th day of October, A. D. 1934, by and between David Brittain and Sadie E. Brittain, his wife, of the County of Madison and State of Iowa, (hereinafter designated the "Owner"), and The Northwestern Mutual Life Insurance Company, of the County of Milwaukee and State of Wisconsin (hereinafter designated the "Company"). Witnesseth,

Whereas, said David Brittain and Sadie E. Brittain, his wife/situated in the County of Madison is or are, State of Iowa. to-wit:

That part of SW $\frac{1}{4}$ SW $\frac{1}{4}$ - 28- Lying south of North branch; E $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; North eight acres NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ -32; NW $\frac{1}{4}$ NW $\frac{1}{4}$ -33-77-27.

upon which the Company holds a first mortgage dated June-10-1929, recorded in Book 80, on page 412 of the Mortgage Records of Madison County aforesaid, securing a note of even date therewith for \$Six thousand#-----Dollars,(\$6000.00); and

Whereas, there is past due and unpaid on said note and mortgage

Interest due June-10-32 balance	\$120.00	
Interest due Dec-10-1932	\$150.00	
Interest due June-10-1933	\$150.00	
Interest due Dec-10-1933	\$150.00	
Interest due June-10-1934	\$150.00	
Delinquent taxes paid Sept-27-1933 for year 1932		\$132.71

and which delinquencies entitle said Company to now foreclose said mortgage.

Now Therefore, in consideration of the premises and forbearance by said Company to now foreclose its said mortgage,

The Owner agrees to and does hereby grant unto the Company the full right, power and authority to enter into possession of the above described real estate on the date hereof October-24-1934, expressly assigning and conveying to the Company all of said Owners right, title and interest in and to the crops, produce and returns from said premises, and the right to collect all the rents and profits therefrom, beginning on the date aforesaid. Said Company may rent and re-rent said premises, pay taxes thereon, obtain insurance coverage, and make repairs and improvements on the buildings located thereon and in general manage said real estate in such manner as it may deem proper and as though absolute owner thereof.

Grant of Possession
For Release of annexed Mortgage
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ADAMS BANK BOOK CO., BOSTON, IOWA 24697-82

In consideration of such grant of possession, it is understood and agreed that the Company shall apply upon the mortgage indebtedness any balance of the rents and proceeds remaining after payment of all costs in connection with the management and cultivation of said real estate, and the taxes, insurance and repairs, and in the event of redemption of said real estate from mortgage foreclosure sale, the amount required to redeem shall be credited with such net returns.

It is further understood and agreed that at such time prior to foreclosure proceedings as the Company receives payment in full, whether by way of returns from said real estate or voluntary payment by the Owner, of all items then delinquent under said mortgage and reimbursement for all costs, expenses or advancements theretofore made or incurred in connection with said real estate and pursuant to this agreement, all rights of the Company hereunder shall terminate and possession of said premises shall be restored to the Owner.

It is further understood and agreed that in the event of the termination of this agreement, said Owner will approve and confirm all acts by said Company in regard to said premises, while it was in possession thereof and will accept any lease that may have been executed by the Company, and will permit any tenant thereunder to continue in the undisturbed and peaceable possession of said real estate until the termination of such lease.

It is hereby agreed that the Company is to lease the farm for two years to Mr. & Mrs. Brittain, starting Mch-1-1935 and ending Mch-1-1937, providing always that they shall farm the land in a good and satisfactory manner, keep the buildings fences etc. in good repair and otherwise abide by the lease issued to them dated this date.

The right of possession, together with the power and authority hereinabove granted to the Company shall continue so long as the above described mortgage remains an enforceable lien against said real estate, and during the period of redemption under any foreclosure proceedings, unless this agreement is sooner terminated as hereinabove provided

Except as herein expressly modified, all rights of the Company under said mortgage shall remain as therein provided, and this Grant of Possession shall be of no force or affect until the terms hereof are approved at the Home Office of the Company and the instrument executed for the Company by its Vice-President or other duly authorized officer.

In Witness Whereof, the parties have executed this instrument the day and year first above written.

(CORPORATE SEAL)

R. C. Klug
L. W. Boyle

David Brittain (SEAL)
Sadie E. Brittain (SEAL)
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
H. D. Thomas Vice-President.

STATE OF IOWA

) SS.
County of Madison

On this 27 day of October, A. D. 1934, before me, Henry L. Davis Co. Audt.in and for Madison County, Iowa, personally appeared David Brittain and Sadie E. Brittain husband and wife, to me known and known to me to be the persons named in and who executed the foregoing instrument and acknowledged that they executed and delivered the same freely and voluntarily for the purposes therein expressed.

My commission expires July-4-1936

(MADISON COUNTY SEAL)

Henry L. Davis Co. Audt. Madison County, Iowa.

COMPARED