

Mrs. Margaret Volquardsen

#5057

Filed for record the 20 day of  
November A.D.1937 at 10;36 o'clock  
A.M.

To

Fee \$ 1.00 ✓

D.W.Bates, Receiver Northwest  
Davenport Savings Bank

Valda C. Bishop, Recorder

M O R T G A G E

THIS MORTGAGE, Made the 2nd day of June 1936, by and between Margaret Volquardsen, widow, of Scott County, and State of Iowa, hereinafter called the mortgagor, and D.W.Bates, Superintendent of Banking of the State of Iowa, Receiver of Northwest Davenport Savings Bank, hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of One Dollar and other valuable consideration, paid by the mortgagee, hereby convey to the mortgagee, his successors and assigns, the following described real estate situated in the County of Scott, and State of Iowa, to-wit:

The undivided one-third of the North Half of the Northeast Quarter and the South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Five (5), Township Seventy-eight (78) North, Range Three (3) East of the 5th P.M.

Also the following described real estate situated in Madison County, State of Iowa, to-wit: The Undivided one-third of The Southeast Quarter of Section Seven (7), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M.

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 described premises are hereby conveyed; and mortgagor warrants the title to said premises against all persons whomsoever.

To be void upon condition that mortgagor pay to mortgagee, his successors or assigns the amounts due on six promissory notes, as follows: one for \$1500. dated Feb. 27, 1924, one for \$2000, dated Sept. 3, 1925, one for \$1000, dated, Jan 19, 1924, one for \$2000, dated April 24, 1926, one for \$2500, dated, June 4, 1926, one for \$3100, dated July 31, 1926, with interest thereon as stated in said notes, with no coupons attached, of the said Margaret Volquardsen and her husband, Christian Volquardsen, at the office of Gebens & Butenschoen, in Davenport, Iowa; and so long as the indebtedness secured by this mortgage remains unpaid the mortgagor 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 some 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 mortgagor further agrees to pay, when due, all taxes and assessments, either general or special, that become liens upon said real estate; and should mortgagor fails to pay such taxes and assessments 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 seven per cent per annum interest, and shall constitute a portion of the debt hereby secured; and in case of the institution of legal proceedings, 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

For Release of General Mortgage See  
Mortgage Record 89 Page 406

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

in the same manner.

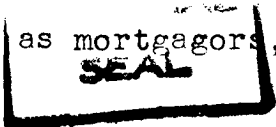
A failure to comply with any one or more of the conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall, at the mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith, without notice or demand, and in case of default in any respect on the part of mortgagor, 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 mortgagor, only for the net profits thereof, and such possession for such purpose 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.

Mrs. Margaret Volquardsen (SEAL)  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)

STATE OF IOWA )  
                  ) SS.  
Scott County )

On this 2nd day of June 1936, before me, the undersigned, a Notary Public in and for said County, personally appeared Margaret Volquardsen, unmarried, to me known to be the identical person named in and who executed the foregoing instrument as mortgagors, and acknowledged that she executed the same as her voluntary act and deed.



Geo. Butenschoen  
Notary Public, Scott County, Iowa.