

E.W.Wenstrand, Trustee
To
J.Kenneth Edlin, Trustee

#2470
Fee \$1.20

Filed for record the 13 day of
May A.D.1938 at 8:00 o'clock
A.M.

Valda C.Bishop Farver, Recorder

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS: That I, E.W.Wenstrand of the County of Cook, and State of Illinois, (As Trustee) first party, in consideration of the sum of Thirty Four Hundred and 00/100 DOLLARS, in hand paid by J.Kenneth Edlin, Trustee, of Cook County, and State of Illinois, second party, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the said second party, his (or its) heirs, successors and assigns forever, the real estate situated in Madison County, Iowa, described as follows, to-wit:

The northeast Quarter of the Northeast Quarter of Section Twenty-eight, Township Seventy-five North, Range Twenty-Nine, all West of the Fifth Principal Meridian.

together with all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the above described premises and all of the appurtenances thereto belonging, and the rents, issues and profits aforesaid, unto the said second party, his (or its) heirs, successors and assigns forever.

The said first party WARRANTS the title to said premises against the lawful claims of all persons, whomsoever, and hereby relinquishes, releases and conveys all right of home- stead and dower, or statutory thirds, in and to said premises.

PROVIDED, However, that if the first party shall pay the second party, his (or its) heirs successors or assigns, the sum of Thirty-Four Hundred and 00/100 DOLLARS on the 1st day of February A.D.1948, (with the privilege of paying Five Hundred Dollars or any multiple there- of at any interest date provided sixty days' notice in writing be given to said second party of intention to make such payment) with interest at the rate of 5 per centum per annum, payable semi-annually, according to the tenor and effect of the one Coupon Bond, or promissory note, and interest coupons thereto attached, of the said first party, bearing even date herewith, payable at Room 1326 105 West Adams, in the City of Chicago, Illinois, in Gold Coin of the United States of America, of the present standard of weight and fineness, or its equivalent, with New York Exchange, and shall keep and perform all and singular the covenants and agreements herein contained for said first party to keep and perform, then, THESE PRESENTS TO BE VOID, otherwise to remain in full force and effect.

The Covenants and Agreements to be kept and performed are as follows:

The said first party shall pay all taxes, charges and assessments now due, or which may become due, on said premises before the same become delinquent; shall keep the build- ings on said premises insured in some responsible company or companies, to be designated by the second party, for the benefit of said second party, in the sum of not less than Dollars; and shall deliver the insurance policies and all renewal receipts to said second party. Should said first party neglect to pay said taxes, charges or assessments, or to effect and maintain said insurance, said second party may do so and recover of said first party the amount paid therefor, with interest at eight per centum per annum, and this mort-

For use of amended Mortgage
Madison County 90 Nov 75

gage shall stand as security therefor.

Said first party shall not waste said premises and shall not allow the same to depreciate in value by any act or neglect.

Should said first party at any time fail to pay any part of the principal or interest aforesaid when due, or fail to perform all and singular the covenants and agreements herein mentioned, the whole sum of money hereby secured shall become due and collectible at once, at the option of the second party, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, without further notice. And it is further agreed and stipulated that in the event of the commencement of an action for the foreclosure of this mortgage, a reasonable attorney's fee shall become due from the first party to the second party, and this mortgage shall stand as security therefor, and the same shall be taxed as part of the costs in such action. Said costs shall also include the cost of an abstract of title to said premises with eight per centum interest thereon. Should said second party become involved in litigation by reason hereof, all the expenses of such litigation, including a reasonable amount for attorney's fees, shall be paid by said first party, and this mortgage shall stand as security therefor. It is further agreed and stipulated that in case of a foreclosure of this mortgage, on filing the petition for such foreclosure, a receiver shall be appointed to take charge of the mortgaged premises at once, and to hold possession of the same until the time of redemption expires, or until the debt is fully paid, and all rents and profits derived from said premises, less the costs and expenses of the receivership, shall be applied on the debt secured hereby. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Dated February 1st, 1938.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year last above written.

E.W. Wenstrand
Trustee Re: Lininger Farm.

STATE OF NEW YORK)
New York County,) ss.

BE IT REMEMBERED, That on the 10th day of May A.D. 1938

before the undersigned, a Notary Public in and for said County, personally appeared E.W. Wenstrand to me personally known to be the identical person whose name is affixed to the foregoing Mortgage as grantor, and severally acknowledged the said instrument and the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal, by me affixed, the day and year last above written.

(Notarial Seal) Notary Public, Bronx Co. No 101, Reg. No. 103-W-39 Cert filed in N.Y.
Co. No. 477, Reg. No. 9-W-322 Commission expires March 30, 1939
State of New York)
County of New York) ss.: No. 41429

I, Archibald R. Watson, Clerk of the County of New York, and also Clerk of the Supreme in and for said county,
Court/DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that Horace A. Worrall whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 11 day of May 1938

(Seal of Clerk, Supreme Court)

COMPARED

Archibald R. Watson Clerk